

**Request for Proposal**  
**For**  
**Service Level Agreement (SLA) for Data Centre at**  
**Sindh Revenue Board (SRB)**  
**(Single Stage-One Envelope)**

**September 2022**

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**Index**

<b>Section I - Invitation to Bid .....</b>	<b>11</b>
2.1 Issuer .....	11
2.2 Issuer and Address for Bid Submission & Correspondence .....	11
2.3 About The RFP Document.....	11
2.4 Key Events & Dates.....	12
2.5 Procurement of RFP Document .....	12
2.6 Pre-Bid Conference .....	12
2.7 Amendment of RFP Document .....	13
2.8 Venue and Deadline for submission of Proposal.....	13
<b>Section II -Eligibility Criteria .....</b>	<b>15</b>
<b>Section III - Scope of Work.....</b>	<b>18</b>
3.1 Scope of Work for SRB Data Center SLA.....	18
3.2 Server / Storage Maintenance & Management Services .....	20
3.3 Maintenance Activities .....	21
<b>Section IV- List of Equipment/ Material under Scope of Work .....</b>	<b>32</b>
4.1 LOT# 1 ---- List of IT Components under scope of work .....	32
4.2 LOT# 2 ---- List of Non - IT Components under scope of work .....	35
<b>Section V - Service Level Agreement .....</b>	<b>40</b>
5.1 Definitions.....	41
5.2 Category of the SLA.....	42
5.3 Service Levels –IT Infrastructure .....	42
5.4 Service Levels – Physical Infrastructure related service levels .....	44
5.5 Service Level – Help Desk.....	45
5.6 SLA review Process .....	46
5.7 Penalties .....	46

**Section VI: Instructions to the Bidders .....47**

6.1 Procedure for Submission of Bids .....	48
6.2 Authentication of Bid .....	49
6.3 Validation of interlineations in Bid .....	49
6.4 Cost of Bidding.....	49
6.5 Clarification on Tender Document .....	50
6.6 Language of Bids .....	50
6.7 Documents Comprising the Bids .....	50
6.8 Bid Prices.....	51
6.9 Firm Prices .....	52
6.10 Bid Currencies .....	52
6.11 Bid Security (Earnest Money Deposit) .....	52
6.12 Bid Validity Period .....	53
6.13 Withdrawal of Bids.....	53
6.14 Opening of Bids .....	53
6.15 Evaluation of Eligibility .....	53
6.16 Criteria for Evaluation of Bids.....	54
6.17 Rectification of Errors .....	55
6.18 Contacting the State Implementation Agency.....	55
6.19 Notification of Award .....	55
6.20 Failure to Abide by the Agreement.....	56
6.21 Bank Guarantee for Contract Performance .....	56
6.25 Rejection Criteria .....	56
<i>Eligibility Rejection Criteria</i> .....	56
<i>Bid Rejection Criteria</i> .....	57
6.26 Concessions permissible under statutes.....	57
6.27 Income Tax Liability.....	57

**Section VII - General Condition of Contract ..... 59**

**RFP**

7.1 Definitions .....	59
7.2 Interpretation.....	60
7.3 Conditions Precedent.....	61
7.4 Representations & Warranties.....	61
7.5 Scope of work/contract .....	63
7.6 Duration of the contract.....	63
7.7 Contract Performance Guarantee .....	63
7.8 THE SUCCESSFUL BIDDER Obligations .....	63
7.9 Reporting Progress .....	64
7.10 Knowledge of Site Conditions: .....	65
7.11 Data Centre Operator Team.....	65
7.12 Statutory Requirements .....	66
7.13 Contract Administration .....	67
7.14 Right of Monitoring, Inspection and Periodic Audit .....	67
7.15 State's Obligations.....	68
7.16 Information Security .....	68
7.17 Ownership of Equipment .....	69
7.18 Risk Management.....	69
7.19 Indemnity.....	69
7.20 Confidentiality.....	69
7.21 Term and Extension of the Contract .....	70
7.22 Prices .....	70
7.23 Change Orders/Alteration/Variation.....	70
7.24 Suspension of Work.....	72
7.25 Completion of Contract .....	72
7.26 Payment Schedule .....	72
7.27 Events of Default by the Implementation Agency .....	72
7.28 Consequences in Event of Default .....	73

<b>RFP</b>	
7.29	Termination of the Contract..... 74
7.30	Termination ..... 74
7.31	Consequences of Termination..... 75
7.32	Penalty..... 76
7.33	Force Majeure ..... 76
7.34	Liquidated Damages..... 77
7.35	Dispute Resolution..... 77
7.36	Conflict of Interest..... 78
7.37	Severance ..... 78
7.38	Governing Language ..... 78
7.39	“No Claim” Certificate ..... 78
7.40	Publicity..... 78
7.41	General ..... 79
	<i>Relationship between the Parties</i> ..... 79
	<i>No Assignment</i> ..... 79
	<i>Survival</i> ..... 79
	<i>Entire Contract</i> ..... 79
	<i>Governing Law</i> ..... 79
	<i>Jurisdiction of Courts</i> ..... 79
	<i>Compliance with Laws</i> ..... 79
	<i>Notices</i> ..... 79
	<i>Waiver</i> ..... 80
7.42	Response to RFP ..... 80
7.43	Modification ..... 81
7.45	Application ..... 81
7.46	..... 81
	<b>Section VIII: Format for Response to the tender .....83</b>
	Format 1 – Covering Letter.....83
	Format 2 - General Information about the Bidder.....85

<b>RFP</b>	
Format 3 – Eligibility Criteria .....	87
Format 4 - Declaration Regarding Clean Track Record .....	89
Format 5 – Declaration of Acceptance of Terms & Conditions in the RFP.....	90
Format 6- Project Experience Details .....	102
<b>Section X- Format for Response to Tender: Bid .....</b>	<b>104</b>
Format 1 – Bid Letter.....	104
Format 2 – Summary of Cost Components.....	106
<b>Section XI - Annexure.....</b>	<b>114</b>
Consortium Criteria .....	114
Annexure - I: Bidding Document Acknowledgement Form.....	115
Annexure – II: Proforma of Bank Guarantee towards Performance Security.....	116
Annexure-III Preventive Maintenance Log Sheet.....	119
Annexure-IV Monthly Dead Stock Sheet.....	120
Annexure-V Complaint Log Sheet.....	121
Annexure-VI Support and Response Sheet.....	122
Annexure-VII Support Escalation Matrix Sheet.....	123
Annexure – IV: Abbreviations .....	124

**Section - I**

**Invitation to Bid**

## Section I - Invitation to Bid

The invitation to Bid is for SLA for Data Center” at SRB for the duration of 1 (One) year. The Bidding process would be conducted under Sindh Public Procurement (SPP) Rules 2010.

The Bidders are advised to study the tender document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. This section provides important dates and addresses and the overall Eligibility criteria for the Bidders.

### 1.1 Issuer

Sindh Revenue Board (SRB) invites proposals for Service Level Agreement (SLA) as per the scope of the Bid”.

### 1.2 Issuer and Address for Bid Submission & Correspondence

Commissioner (Admin),  
Sindh Revenue Board (SRB),  
3<sup>rd</sup> Floor Shaheen Complex,  
M.R. Kayani Road,  
Karachi.

Phone: 021-99217800-130

Email: akber.rizvi@srb.gos.pk

### 1.3 About the RFP Document

The Request for Proposal (RFP) document consists of following sections:

- **Section I – Invitation to Bid**
- **Section II – Eligibility Criteria**
- **Section III – Scope of Work**
- **Section IV-List of Equipment/Materials under scope of work**
- **Section V – Service Level Agreement**
- **Section VI – Instruction to the Bidder**
- **Section VII – General condition of Contract**
- **Section VIII – Format for Response to Eligibility Criteria Documents**
- **Section IX– Format for Response to Tender –**
- **Section X – Annexure**
  - Annexure – I: Bidding document acknowledgement form
  - Annexure – II: Performa of Bank Guarantee towards Performance Security
  - Annexure – III: Preventive Maintenance Log Sheet
  - Annexure – IV: Monthly Dead Stock Sheet
  - Annexure – V: Complaint Log Sheet
  - Annexure – VI: Support and Response Sheet
  - Annexure – VII: Support Escalation Matrix Sheet
  - Annexure – VIII: Abbreviations



## RFP

### 1.4 Scope of Work:

The scope of work is divided into following two lots:

Lot1: Maintenance and Warranty of IT Equipment

Lot2: a. Maintenance and Warranty of Non-IT Equipment

b. 1 x Resident Data center Facility Supervisor

Note: Bidders may bid for:

- i. Both Lot 1 and Lot 2 **OR**
- ii. Any one of the Lot

1.5 Key Events & Dates	
Event	Date & Time
Bid Availability	Monday, September 12, 2022 to Monday 3rd October, 2022. During Office Hours or through website
Site Visit (if desired by any prospective bidder)	Thursday, September 15, 2022 and Friday, September 16, 2022 During Office Hours
Pre-Bid Meeting	Monday, September 19, 2022. 3.00 PM
Bid Submission	Monday, October 3, 2022. 3.00 PM
Bid Opening	Monday, October 3, 2022. 3:30 PM

**Note: This Tender Document is not transferable.**

### 1.6 Procurement of RFP Document

The tender document can be purchased from the above-mentioned address for a Tender fee of Rs. 1000/- (non-refundable) through a Pay order/Demand Draft, from any commercial / Scheduled bank, drawn in favor of “Sindh Revenue Board”.

### 1.7 Pre-Bid Conference

The SRB shall organize a Pre-Bid Conference on the scheduled date and time at 3<sup>rd</sup> Floor Shaheen Complex, M.R. Kayani Road Karachi. The prospective Bidders shall submit their questions in writing not later than Date and Time indicated under section 2.4 above. It may not be possible at the Pre Bid Conference to answer questions which are received late. However, prospective Bidders are free to raise their queries during the meeting and responses will be conveyed to all the prospective Bidders.

### 1.8 Amendment of RFP Document

At any time before the deadline for submission of Bids, the SRB may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding document by amendment. The SRB also reserves the right to amend the dates mentioned in clause 1.5 of this Bid document.

## **RFP**

### **1.9 Venue and Deadline for submission of Proposal**

Proposals for SRB Data Center Operations and Maintenance Support must be received at the address specified below not later than dates specified in Section 2.4 of this volume.

Commissioner (Admin),  
Sindh Revenue Board, 3<sup>rd</sup> Floor,  
Shaheen Complex, Karachi  
Phone Number. 021-99217800-130  
Email address: [akber.rizvi@srb.gos.pk](mailto:akber.rizvi@srb.gos.pk)

Any proposal received by the SRB after the deadline for submission of proposals mentioned in Section 1.5 above will be rejected and returned unopened to the Bidder.

## Section - II

# Eligibility Criteria

## Section II – Eligibility Criteria

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity & volume of the work involved, the following criteria are prescribed as Eligibility Criteria for Bidder interested in undertaking the project. The Bidder must also possess the Technical know-how and the Financial wherewithal that would be required to successfully provide the required support services sought by the SRB. The Bids must be complete in all respect and should cover the entire scope of work as stipulated in the tender document. The invitation to Bid is open to all Bidders who qualify the Eligibility Criteria as given below:

**Table 1: Eligibility Criteria**

S. No.	Clause	Documents Required
1	The Bidder and all consortium partners in case of JV shall submit Active Tax Payer Certificate (s) from the relevant tax authorities	Relevant Documentary Proof Required
2	The Bidder and all consortium partners shall produce Affidavit on the stamp paper from the responsible personnel of the firm that the firm has never been black listed by Provincial / Federal Government and Semi Government organization / agency / department.	Relevant Documentary Proof Required
3	Bidder should be an established Information Technology entity/ IT System Integrator and should have been in the relevant business for a minimum period of 05 years.	Relevant Documentary Proof Required
4	The bidder should have average annual turnover of Rs. 100 million and above for the last three Financial Years i.e. 2019 onwards	Last three years Audited financial statements are required.
5	Bidder must have a warehouse in Karachi.	SRB procurement committee would visit the warehouse facility to ensure its existence and workability.

**RFP**

6	The bidder should have experience in providing Service Level Agreement (SLA) to at least Three Data Centre of similar size or bigger (as per BOQ attached with this document at Section IV), during the last five years.	Copy of the work order and completion certificate from the client should be attached.
7	List of Technical resources (System Engineer for Servers and SAN, Network Engineer, Power Engineer, HVAC Engineer, Fire and Safety Engineer) available at Karachi Support Center for the said service.	Certificate from bidders HR Department for number of employees employed by the company. Detailed CVs of these qualified professionals shall also be submitted and related valid certification of the technical resources (as per BOQ attached with this document at Section IV) & experience is to be provided.
8	The Bidder and all consortium partners shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the prime bidder should be attached.
9	Document fees for tender document	Rs. 1000/- (non-refundable) to a pay order, from any commercial / scheduled bank, drawn in favor of "Sindh Revenue Board"
10	The bidder should furnish, as part of its bid, bid security (BS) of 2% of the Bid Price	The BS should be demonstrated in the Pak rupees and should be in the form of Pay Order/DD/Bank Guarantee

The Bidder has to ensure that while submission of the Bids, all the pages of the Bids are signed by the competent authority and also all the pages are numbered and properly indexed. If any of the Bids is found to be without proper signature, page numbers and index, it will be liable for rejection.

## Section - III

### Scope of Work

## Section III – Scope of Work

### 3.1 Scope of Work for SRB Data Center SLA

SRB has replaced its old Data Center with new Data Center in January 2021. The Data Center is situated at the 2<sup>nd</sup> Floor Shaheen Complex Karachi.

SRB intends enter in to a Service Level Agreement for this Data Center with the selected bidder for the List of Equipment/Materials provide in Section IV of this document.

The selected bidder shall provide support services for the SRB hardware (Section IV) for a period of One (1) year. The detailed scope of work has been mentioned below.

- A. The selected bidder shall provide on-site services for the hardware repair / maintenance / replacement of parts and equipment, also visit quarterly for the preventive maintenance or as and when required according to the need. Selected bidder has to provide Standard Operating Procedures (SOPs) and escalation matrix for the services.
- B. Penalty would be imposed on successful bidder to makeup the loss if any caused in discharge of contractual liabilities; in case of finding carelessness in provision of required services or damage/fault to the SRB equipment while providing the support.
- C. Any unforeseen requirement for the execution and maintenance of the project would be core responsibility of the Successful bidder.
- D. The Successful bidder will be responsible for any upgrades i.e.; OS, IOS, firmware and security patches, etc.
- E. The Successful bidder shall fulfil response time as mentioned in Section IV

The scope of the services, by selected bidder, for IT infrastructure management of SRB should include 365x24x7 support and maintenance of the hardware (listed in Section IV). The scope of work during the support and maintenance phase is divided into the following areas including:

- i. Routine Hardware health check-ups.
- ii. Quarterly preventive maintenance.
- iii. Timely resolution of the problems and Root Cause Analysis (RCA).
- iv. Three tier support matrixes and provide its detail.
- v. All complaints should be recorded and accessible to the SRB management on need basis.
- vi. All maintenance activities should be compliant with standard practices.
- vii. Successful bidder shall maintain dead stock register and logs and provide reports on the same on monthly basis.
- viii. All support engineers should be experienced with their relevant domain.
- ix. Successful bidder shall provide the complaint log reports (as per Annexure V of this document).

Bidders have to quote clearly in for his service offerings in Bid Response document only, as per format specified at section IX  
– Format for Response to tender: Bid.

### 3.2 Server / Storage Maintenance & Management Services

The objective of this service is to support and maintain all the Systems, Servers and management of the storage solution indicated as a part of this RFP and will include:

- a) Preventive maintenance of servers and storage including updates, upgrades and patches to ensure that it is properly updated.
- b) Installation and Re-installation of the server and other hardware in the event of system crash/failures.
- c) Regular log analysis of events generated including servers, switches and storage.
- d) Adoption of policies and procedures, compliances, guidelines as defined by the client.
- e) Administration, manage, configuration and monitor of equipment as per Section IV.

### 3.3 Preventive Maintenance Activities

The Successful bidder has to carry out the Preventive & reactive maintenance of SRB Data Center infrastructure / components. This includes carrying out the necessary repairs and replacement of parts whenever needed to keep the service & operation levels of the IT & non-IT equipment of Data Center in tune with the requirements of the SLA. Such preventive maintenance shall not be attended during the normal office Hours (i.e. 9 am to 5 pm on working days) of Data Center operations. **Preventive Maintenance Log sheet** shall be maintained by the successful bidder as per the proforma provided as **Annexure III** of this document. THE SUCCESSFUL BIDDER needs to take written approval from SRB at least 3 working days prior to the Scheduled Preventive Maintenance for the Hardware (listed in Section-IV) Preventive Maintenance should be carried out at least once in every quarter, which includes:

- i. Checking for any loose contacts in the cables & connections for the respective infrastructure and equipment.
- ii. Run diagnostics tests on respective infrastructure and equipment.
- iii. Cleaning and removal of dust and dirt from the interior and exterior of the equipment.
- iv. Ensuring that wiring diagrams are updated, whenever there are modifications.
- v. Checking and listing all wear and tear of all the equipment and site environment.
- vi. Ensuring no flammable material is present.

3.4 The Successful bidder shall maintain and submit **Monthly Dead Stock Sheet** as per the proforma provided at Annexure IV of this document.



**RFP**

3.5 The successful bidder shall maintain (electronically or physically) and submit the **Complaint Log Sheet** as per the proforma provided at Annexure V of this document.

3.6 The successful bidder shall maintain and submit the **Support and Response Sheet** as per the proforma provided at Annexure VI of this document.

3.7 The successful bidder shall maintain and submit the **Support Escalation Matrix Sheet** as per the proforma provided at Annexure VII of this document.

**3.8 Lot 1 and Lot 2:**

Lot1: One-year SLA of IT Equipment

Lot2: a. One-year SLA of Non-IT Equipment

b. 1 x Resident Data center Facility Supervisor for one year

Note: Bidders may bid for:

i. Both Lot 1 and 2

**OR**

ii. Any one of the Lot.

## Section - IV

# List of Equipment/Material under Scope of Work

## Section IV- List of Equipment/ Material under Scope of Work

### 4.1 LOT# 1----List of IT Components under scope of work

I.T COMPONENTS										
Access/Core/Distribution Switches										
S . #	Description	Qty	Unit	Brand	Model	Serial Number	Response Time	Resolution Time	SLA Type	
1	Aruba Server Farm Switches	2	No.s	HPE	5710	CN05KFS02Y	Immediate	NBD	<ul style="list-style-type: none"> <li>Firmware, patches.</li> <li>Active and Passive Components, etc.</li> </ul>	
						CN05KFS00V				
Data Processing/Storage/Software										
S . #	Description	Qty	Unit	Brand	Model	Serial Number	Response Time	Resolution Time	SLA Type	
1	Tower Server	1	No.s	IBM	x3500 M4	7383G2G-KD6C727	Immediate	NBD	<ul style="list-style-type: none"> <li>Firmware, patches.</li> <li>Active and Passive Components, etc.</li> </ul>	
2	Rack Mount	1			System x3620 M3	7376K6G-06YX691				
3	Rack Mount Server	1			System x3550 M3	7944-K2G-KD981MA				
4	Rack Mount	1			System x3550 M4	KD4Z719				
5	Rack Mount Server	1			System x3550 M4	7914D2G-KD4Z719				
6	Rack Mount	1		HPE	HP Proliant DL385 G6	SGH944xIM9				
7	Fiber Interconnect Switch	2				FC SAN Switch SN3600B	CZC018WZ7R	Immediate		NBD
							CZC018WZ5W			
8	SAN Switch	2				DB620S	MM34132			
							MM34122			
9	HP P6550 Controller	2			HP P6550	AJ832A				
10	HP M6612 3.5-inch SAS Drive Enclosure	8			HPE	HPM6612	AW590A			
11	HP X1800 G2 Network Storage Sys (NAS)	2				X1800	BV868A			

## 4.2 LOT# 2----A- List of Non-IT Components under scope of work

NON-IT COMPONENTS									
Air-conditioning Units									
S . #	Description	Qty	Unit	Brand	Model	Serial Number	Response Time	Resolution Time	SLA Type
1	Split Type Air Conditioners	2	Nos.	Gree	24FW/	G1020109EE0001830820	Immediate	NBD	Quarterly Preventive Maintenance (with all consumable ) Support with labor and parts.
						G1020109EE0001900820			
2	Inrow Precision Air-Conditioning	2	Nos.	Vertiv	Liebert RDU-SIC G2	21023118872207060010	Immediate	NBD	Quarterly Preventive Maintenance (with all consumable ) Support with labor and parts.
						21023118872207060018			
Air Purification System									
S . #	Description	Qty	Unit	Brand	Model	Serial Number	Response Time	Resolution Time	SLA Type
1	Air Purification System	1	Nos.	Pure-Air	DC Mini	N/A	Immediate	NBD	Quarterly Preventive Maintenance (with all consumable ) Support with labor and parts.
Rack Accessories									
S . #	Description	Qty	Unit	Brand	Model	Serial Number	Response Time	Resolution Time	SLA Type
1	Power Distribution Unit	9	Nos.	Vertiv	VP8853	5A1249E03779	Immediate	NBD	Quarterly Preventive Maintenance (with all consumable ) Support with labor and parts.
						5A1249E03693			
						5A1249E03654			
						5A1249E03691			
						5A1249E03667			
						5A1249E03699			
						5A1249E03663			
						5A1249E03391			
2	Source Transfer Switch	2	Nos.	Vertiv	LTS 02312189	2102312189220901000A	Immediate	NBD	Quarterly Preventive Maintenance (with all consumable ) Support with labor and parts.
						21023121892209010007			
3	Power Distribution Unit	9	Nos.	APC	AP8853	ZY20100320	Immediate	NBD	Quarterly Preventive Maintenance (with all consumable ) Support with labor and parts.
						ZY20100317			
						ZY20100341			
						ZY20100316			
						ZY20100315			
						ZY20100321			
						ZY20100322			
ZY20100319									

## Uninterrupted Power Supply

S . #	Description	Qty	Unit	Brand	Model	Serial Number	Response Time	Resolution Time	SLA Type
1	Liebert EXS 40 KVA	1	Nos.	Vertiv	EXS 0040k TH 16FN01000	EXS0040kTH16FN01000	Immediate	NBD	Quarterly Preventive Maintenance (with all consumable ) Support with labor, batteries and parts.
2	Symmetra PX 40 KW	1		APC	SYCF48KH	PD1245150063	Immediate	NBD	
3	3 KVA	1		APC	SRT3000RMXL I	PD1236426129	Immediate	NBD	

## Fire Detection System

S . #	Description	Qty	Unit	Brand	Model	Serial Number	Response Time	Resolution Time	SLA Type
1	VESDA Fire Suppression System	1	Nos.	Xtralis	VLF-250	B9905061	Immediate	NBD	Quarterly Preventive Maintenance (with all consumable ) Support with labor and parts.
		1		Kiddie	Senator100/200	119337			
2	Fire Alarm System	1	Nos.	Fike	Cheetah XI	N/A	Immediate	NBD	

## Data Center Infrastructure Works

S . #	Description	Qty	Unit	Brand	Model	Serial Number	Response Time	Resolution Time	SLA Type
1	L.V SWITCH GEAR AND DISTRIBUTION BOARD			Local DB			Immediate	NBD	Quarterly Preventive Maintenance (with all consumable ) Support with labor and parts.
1 . 1	MDB 1 with Shunt Trips	1	Nos.		N/A	N/A	Immediate	NBD	
1 . 2	MDB 2 with Shunt Trips	1							
1 . 3	Autobus Coupler with Shunt Trips	1							
1 . 4	ATS HVAC 1 & 2	2							
1 . 5	ATS SMDB	1							
1 . 6	UPS DB NOC	1							
1 . 7	DC UPS DB 2	1							
1 . 8	DC BCB 1	1							
1 . 9	DC BCB 2	1							

## Backup Power Generator

**RFP**

S . #	Description	Qty	Unit	Brand	Model	Serial Number	Response Time	Resolution Time	SLA Type
1	Genset (1) 100 KVa	1	Nos.	CAT Generator with Local Canopy	DE110	7K303820	Immediate	NBD	Quarterly Preventive Maintenance (with all consumable ) Support with labor and parts.
	(Average running hours are 12 hrs/month)								
2	Genset (2) 100 KVa	1	Nos.	Perkins with Local Canopy	GEMCO 100	U555621W	Immediate	NBD	Quarterly Preventive Maintenance (with all consumable ) Support with labor and parts.
	(Average running hours are 5 hrs/month)								
3	Generator Control Module of 100kVA Generator.	1	Job.	Deep Sea	-	N/A	Immediate	NBD	

**Lot 2 B: 1 x Resident Data center Facility Supervisor**

**Eligibility Criteria**

- Must have 03 years diploma in Electrical or Mechanical
- Must have 10 to 15 years of experience in Electrical or Mechanical domain.
- Must have at least 02 years full time job experience in consulting firm who deals in data center designing and implementation.
- Hands-on inspection and maintenance services experience on Generators, UPS, Electrical Distribution Boards, HVAC and Fire and Safety.

**Job Description:**

- The supervisor, Data Center Facility provides day-to-day oversight and leadership of data center facilities. Responsibilities include maintenance, installation and operation of the facility as it pertains to electrical systems, mechanical systems, capacity planning, project management and all other aspects of data center facility operation.
- The supervisor, Data Center Facility is responsible for managing activities of Facilities Team while working in collaboration with Network Operations, Engineering and various other internal and external users etc.
- Manage all facilities operations, planning, maintenance, documentation and DC Operations in the mission critical infrastructure.
- Maintain the service level of service contracts and vendors are appropriate for the DC's facilities operations and customer's objectives.
- Provide technical advice in facilities management, and support of technical matters to regulatory codes and compliances.
- Review work processed and improve on work statements and MOPs
- Maintain appropriate relationships with vendors and service contractors,
- Provide effective leadership, administration of projects, upgrading and management of project teams and contractors.

**Working Hours:**

- 42 hours in a week (Monday to Saturday)
- For any technical assistance after office hours, remote assistance will be required, if problem still persists then the supervisor, Data Center Facility will visit to SRB Data Center for problem resolution.

RFP

## Section - V

# Service Level Agreement

## Section V – Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the SUCCESSFUL BIDDER to SRB for the duration of this contract.

The benefits of this SLA are to:

- Trigger a process that applies THE SUCCESSFUL BIDDER 's and SRB's attention to an aspect of performance when that aspect drops below an agreed upon threshold, or target.
- Makes explicit the expectations that SRB has for performance from the
- THE SUCCESSFUL BIDDER.

The SUCCESSFUL BIDDER and SRB shall regularly review the performance of the services being provided by the SUCCESSFUL BIDDER and the effectiveness of this SLA.

### 5.1 Definitions

For the purpose of this SLA, the definitions and terms shall have the meanings set forth below:

- **“Availability”** shall mean the time for which the services and facilities are available for conducting operations from the equipment hosted in the SRB Data Centre.
- **“Downtime”** is the time the services and facilities are not available and excludes the scheduled outages planned in advance for the Data Centre and the link failures that are not THE SUCCESSFUL BIDDER 's responsibility.
- **“Incident”** refers to any event / abnormalities in the functioning of the Data Centre Equipment / Services that may lead to disruption in normal operations of the Data Centre services.
- **“Service Window”** shall mean the duration for which the facilities and services shall be available at the Data Centre. Service window in this case shall be 24x7x365.

### 5.2 Category of the SLA

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The SUCCESSFUL BIDDER shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the SUCCESSFUL BIDDER shall be reviewed by the SRB that shall:

- Regularly check performance of the SUCCESSFUL BIDDER against this SLA
- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review of statistics related to rectification of outstanding faults and agreed changes.
- Obtain suggestions for changes to improve the service levels. The SLA has been logically segregated in the following categories:
  1. IT Infrastructure related service levels
  2. Physical Infrastructure related service levels



### 3. Compliance and Reporting Procedures

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract.

#### 5.3 Lot 1: Service Levels –IT Infrastructure

Following section outlines the service level indicators & and the target performance levels to be maintained by the SUCCESSFUL BIDDER during the contract period. This shall be used to track and report performance on a regular basis. These SLAs shall be strictly imposed, and a third-party audit/certification agency may be deployed for certifying the performance of the SUCCESSFUL BIDDER against the target performance metrics as outlined in the table below. The SLA will be measured on Quarterly basis and the below mentioned penalties would be applied after the lapse of resolution time mentioned in the section IV.

S. No.	Items	SLA Target	Penalties in case of breach in SLA	Remarks
1	Server and Storage Availability	99.999%	For each 0.5 slab (lower) a penalty 0.05% on QGR shall be charged for each server.	For each component 99.250-99.998 - 0.05% of QGR 98.750-99.249 - 0.1% of QGR 98.250-98.749 - 0.15% of QGR And so on If the uptime goes below 98.250, additional penalty of 0.1% will be charged on QGR for each slab 1% downtime.
2	LAN Availability (Active and passive components)	99.999%	For each 0.5 slab (lower) a penalty 0.25% on QGR shall be charged for each component.	For each component 99.250-99.998 - 0.25% of QGR 98.750-99.249 - 0.50% of QGR 98.250-98.749- 0.75% of QGR And so on If the uptime goes below 98.250%, additional penalty of 0.5% will be charged on QGR for each slab of 1% downtime.

**5.4 Lot 2: Service Levels – Physical Infrastructure related service levels**

S. No	Items	Target	Penalties in case of breach in SLA	Remarks
1	Power Availability (DG, 40 KVA UPS)	99.50%	For each 0.25 slab (lower) a penalty 0.5% on QGR shall be charged for each component.	For each component 99.250-99.499 - 0.5% of QGR 99.000-99.249 - 1% of QGR 98.750-98.999 - 1.5% of QGR And so on If the uptime goes below 98.750%, additional penalty of 1% will be charged on QGR for each slab of 1% downtime.
2	Rack Temperature (PAC)	Temperature of $20 \pm 2^{\circ}$ Centigrade at all times.	For Lower Performance (temp more than $22^{\circ}$ or less than $18^{\circ}$ ) a penalty of 0.01% on QGR shall be charged for the variance of $10^{\circ}$ C.	For each component 23-24 - 0.02% of QGR 22-23 - 0.01% of QGR 18-17 - 0.01% of QGR 17-16 - 0.02% of QGR And so on

The SLA will be measured on Quarterly basis.

**5.5 SLA Compliance Requirements**

The prime objective of SRB-DC Project is to provide high-quality services / support to SRB offices. In order to ensure that required services are available round the clock, in an efficient manner, the Service Level Agreement (SLA) shall be signed between SRB and The Successful bidder (who will be referred as THE SUCCESSFUL BIDDER thereafter). Therefore, this SLA would be the critical in implementation of this Project, as all the remuneration to The Successful bidder shall depend on the same.

**5.6 SLA review Process**

- 5.6.1 SRB may raise an issue by documenting the business or technical problem, which requires being resolved within a stipulated timeframe
- 5.6.2 A meeting or conference call will be conducted to resolve the issue in a timely manner.
- 5.6.3 The SRB and Successful bidder shall develop an interim solution in-case permanent solution would not be readily available and subsequently the permanent solution for the problem at hand.

**5.7 Penalties**

- 5.7.1 The total quarterly deduction should not exceed 10% of the total applicable fee in a quarter.
- 5.7.2 The sum of two consecutive quarterly deductions of more than 18% of the applicable fee (i.e. Actual Quarterly fees for two Quarters) in two quarters on account of any reasons will be deemed to be an event of default and termination.

**RFP**

## **Section - VI**

# **Instruction to Bidders**

## Section VI: Instructions to the Bidders

### 6.1 Procedure for Submission of Bids

#### 6.1.1 Tender Processing Fees and Download of Tender Document

The tender document can be obtained for a Tender fee of Rs. 1000/- (non-refundable) to a pay order, from any commercial / scheduled bank, drawn in favor of “Sindh Revenue Board”,

#### 6.1.2 Modes of Submission

- a) Single Stage-One Envelope Procedure as described in Rule 46 (1) of the SPP Rules 2010 shall be followed.
- b) The envelope is to be superscripted with Tender Number and the wordings “DO NOT OPEN BEFORE 1530 hours on 23-09.2022”
- c) The cover thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is declared "Late".
- d) Each copy of the tender should be a complete document and should be bound as a volume. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Different copies must be bound separately. Any deficiency in the documentation may result in the rejection of the Bid.
- e) As part of the Bid, Bidder should also provide the Eligibility Criteria Documents.
- f) Telex/Telegraphic/Tele-fax Bids will not be considered. All out-station Bids, if sent by post, should be sent under registered cover.
- g) If the outer envelope is not sealed and marked as indicated above, DIT will assume no responsibility for the Bid’s misplacement or premature opening.

### 6.2 Authentication of Bid

The response Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written Power-of-Attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the Bid.

### 6.3 Validation of interlineations in Bid

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

### 6.4 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid including cost of presentation for the purposes of clarification of the Bid, if so desired by the SRB. SRB will in no case be responsible or liable for those costs, regardless of the outcome of the Tendering process.

## RFP

### 6.5 Clarification on Tender Document

- A prospective Bidder requiring any clarification on the RFP Document may submit his queries, in writing, at the mailing address. The queries must be submitted in the following format only to be considered for clarification:

S. No	Section No.	Clause No.	Reference/ Subject	Clarification Sought
..	..	..	..	..

The queries not adhering to the above-mentioned format shall not be responded.

### 6.6 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and SRB, shall be written in English language. Any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by a duly attested English translation in which case, for purposes of interpretation of the Bid, the English translation shall govern.

### 6.7 Documents Comprising the Bids

The Bid prepared by the Bidder shall comprise the following components. The Bids not conforming to the requirements shall be summarily rejected.

- **Eligibility Criteria Documents**

In support of eligibility, a Bidder must submit the following documents (besides the other requirements of the tender), original copies or attested copies, as the case may be, in the absence of which the Bid will be rejected.

- Section VIII – Format 1: Covering Letter
- Section VIII- Format 2: General Information about the Bidder
- Section VIII – Format 3: Eligibility Criteria
- Section VIII – Format 4: Declaration regarding Clean Track Record.
- Section VIII– Format 5: Declaration of acceptance of Terms & Conditions in the RFP.
- Section VIII- Format 6: CV of the required staff for Lot 2
- Section VIII-Format 7: Project Experience Details.

- **Bid**

The Bid, besides the other requirements of the Tender, shall comprise the following:

- Section IX – Format 1: Bid Letter
- Section IX – Format 2: Summary of Cost Components

### 6.8 Bid Prices

- The Bidder shall indicate price in the prescribed format, the total Bid Prices of the SLA it proposes to provide under the Contract. Prices should be shown separately as

## RFP

detailed in the Tender Document. In absence of the above information as requested, **the Bid may be considered incomplete and hence rejected**. The price components furnished by the Bidder in accordance with format specified will be solely for the purpose of facilitating the comparison of Bids by the SRB and will not in any way limit SRB's right to contract on any of the terms offered.

- The Bidder shall prepare the Bid based on details provided in the Tender Document. It must be clearly understood that the scope of work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the SRB. The Bidder shall carry out all the tasks in accordance with the requirement of the Tender Document & due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the Tender Document. If during the course of execution of the project any revisions to the work requirements like Technical specifications, Equipment sizing etc. are to be made to meet the goals of the SRB, all such changes shall be carried out within the current price.

### 6.9 Firm Prices

- Prices quoted in the Bid must be firm and final and shall not be subject to any upward modifications on any account whatsoever.
- The Financial Bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. However, should there be a change in the applicable taxes, SRB reserves the right to negotiate with the Bidder.
- Prices, in any form or by any reason, should not be revealed before opening of the Bid, failing which the offer shall be liable to be rejected.

### 6.10 Bid Currencies

Prices shall be quoted in Pak Rupees (PKR).

### 6.11 Bid Security

The Bidder shall furnish, as part of its Bid, a Bid security in the form of Pay Order/Demand Draft/ Bank Guarantee issued by Scheduled Bank, in the amount of 2% of the Bid Price.

The Bidder shall be disqualified in the Pre-Qualification process if the prescribed Bid Security is not submitted along with the Bid. The Bid security of the unsuccessful Bidder/s will be discharged / returned as promptly as possible, but not later than 60 days after the issuance of Letter of Acceptance (LoA) to The Successful bidder. No interest will be payable by SRB on the amount of the Bid Security.

The Bid security may be forfeited because of the following reasons:

1. If a Bidder withdraws the Bid or increases the quoted prices during the period of Bid validity, or its extended period, without the explicit consent of the SRB, if any; or
2. In the case of a successful Bidder, if s/he fails within the specified time limit

## RFP

to:

- Sign the Agreement; or
- Furnish the required Performance Bank Guarantee (PBG)

### 6.12 Bid Validity Period

#### Period of Validity of Bids

Bids shall remain valid for 90 days after the date of opening of Bids prescribed by the SRB. **A Bid valid for a shorter period may be rejected as non-responsive.** However, the prices finalized after opening the tenders shall not increase throughout the period of implementation and operation. The prices of components quoted in the Financial Bid by the Bidder shall remain valid for the project period

#### Extension of Period of Validity

In exceptional circumstances, SRB may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The validity of Bid Security shall also be suitably extended.

### 6.13 Withdrawal of Bids

#### Written Notice

The Bidder may withdraw its Bid after the Bid's submission, provided that SRB receives written notice of the withdrawal, prior to the last date prescribed for receipt of Bids.

#### Signing and Marking of Notice

The Bidder's withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions said earlier. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of Bids.

### 6.14 Opening of Bids

Decision of the SRB would be final and binding upon all the Bidders.

### 6.15 Evaluation of the Bid

The evaluation process of the Tender, proposed to be adopted by SRB is indicated under the clauses 6.16, 6.17, 6.18 and 6.19. The purpose of these clauses is only to provide the Bidders an idea of the evaluation process that SRB may adopt. However, SRB reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change.

### 6.16 Evaluation of Eligibility Criteria

- Bidders need to fulfill all the qualification conditions mentioned in Eligibility Criteria of the RFP. SRB will examine the Bids to determine whether they are complete, whether the Bid format confirms to the Tender requirements, whether any computational errors have been made, whether required Bid Security has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- A Bid determined as not substantially responsive will be rejected by SRB and shall

## **RFP**

not subsequently be made responsive by the Bidder by correction of the nonconformity.

- The SRB may at any point of time ask clarifications from the Bidders for getting more clarity of the proposal received. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.

### **6.17 Bids Not Considered for Evaluation**

Bids that are rejected during the Bid opening process due to incomplete documentation or late receipt shall not be considered for further evaluation.

### **6.18 Criteria for Evaluation of Bids**

- The bids of only the qualified Bidders who qualify the eligibility criteria will be evaluated for further processing.
- Bids that are not substantially responsive are liable to be disqualified.
- The Bids of the eligible bidders only will then be reviewed to determine whether the Bids are substantially responsive.
- Conditional Bids are liable to be rejected.

### **6.19 Evaluation of Bids**

The Bids would be evaluated based on the overall price quoted, the evaluation would be based on L1 criteria. The Bidder who quotes the lowest price shall be considered as L1.

### **6.20 Rectification of Errors**

Arithmetical errors in the Bid will be rectified on the following basis.

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- If there is a discrepancy between words and figures, the amount in words shall prevail.

Note: In any other case of discrepancy, SRB reserves the right to pick the value which it considers as beneficial to the government.

### **6.21 Contacting the SRB**

No Bidder shall contact SRB on any matter relating to its Bid, from the time of Bid opening to the time the Contract is awarded.

#### **Rejection of Bid**

Any effort by a Bidder to influence the SRB in its decisions on Bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's Bid.

### **6.22 Notification of Award**

#### **Notification to Bidder**

Before the expiry of the period of validity of the proposal, SRB shall notify the successful Bidder in writing by registered letter or by fax, that its Bid has been



## **RFP**

accepted. The Bidder shall acknowledge in writing receipt of the notification of selection and shall send his acceptance to enter into agreement within seven (7) days of receiving the notification.

### **Signing of Contract**

The signing of agreement will amount to award of contract and Bidder will initiate the execution of the work as specified in the agreement. At the same time as notifies The Successful bidder that its Bid has been accepted, SRB will send the Bidders the Proforma for Contract provided in the Tender Document, incorporating all agreements between the parties. Within 7 days of receipt of the Contract, The Successful bidder shall pay stamp duty sign and date the Contract and return it to the SRB.

### **Discharge of Bid Security**

Upon the successful signing of the agreement, SRB shall promptly request the Bidder to provide performance Bank guarantee. On receipt of the performance guarantee, the Bid security of the selected Bidders will be released.

## **6.23 Failure to Abide by the Agreement**

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of SRB with such penalties as specified in the Bidding document and the Agreement.

## **6.24 Bank Guarantee for Contract Performance**

- Within 14 days of the receipt of notification of award from SRB, The Successful bidder shall furnish the performance security in accordance with the Terms & Conditions of Contract.
- Failure of The Successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In case of exigency, if SRB gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by The Successful bidder .

## **6.25 Rejection Criteria**

Besides other conditions and terms highlighted in the tender document, Bids may be rejected under following circumstances:

### **Eligibility Rejection Criteria**

- Bids submitted without or with improper Bid Security.
- Bids which do not conform to unconditional validity of the Bid as prescribed in the Tender.
- Eligibility Criteria Documents containing financial details.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- Any effort on the part of a Bidder to influence the Bid evaluation, Bid comparison or contract award decisions.
- Bids received by SRB after the last date and time prescribed for receipt of Bids.
- Bids without signature of person (s) duly authorized on required pages of the Bid

**RFP**

- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- Failure to furnish proofs for information provided

**Bid Rejection Criteria**

- Incomplete Price Bid
- Price Bids that do not conform to the Tender's price Bid format.
- Total price quoted by the Bidder does not include all statutory taxes and levies applicable.

**6.26 Concessions permissible under statutes**

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. SRB will not take any responsibility towards this. However, SRB may provide necessary assistance, wherever possible, in this regard.

**6.27 Tax Liability**

The Bidder will have to bear all Taxes liability.

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## Section - VII

# General Conditions of Contract

## Section VIII – General Condition of Contract

### 7.1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

**7.1.1 “Business Day”** means any day that is not a Sunday or a public holiday (as per the official holidays observed by Client.

**7.1.2 “Confidential Information”** means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any other stake holder who is covered within the ambit of this Contract , that the Information:

- is by its nature confidential or by the circumstances in which it is disclosed confidential or
- is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;
- but does not include information which is or becomes public knowledge other than by a breach of this Contract.

**7.1.3 “Contract”** means the Agreement entered into between the Client/SRB and the “THE SUCCESSFUL BIDDER ” as recorded in the Contract form signed by the Client and the “Implementation Agency” including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time;

**7.1.4 “Implementation Agency’s Representative”** means the person or the persons appointed by THE SUCCESSFUL BIDDER from time to time to act on its behalf for overall coordination, supervision and project management.

**7.1.5 “Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer-generated micro fiche.

**7.1.6 “Effective Date”** means the date on which this Contract is signed and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date;

**7.1.7 “Intellectual Property Rights”** means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

**7.1.8 “Kick off Meeting”** means a meeting convened by the Client to discuss and finalize the work execution plan and procedures with Implementation Agency.

**7.1.9 “Data Centre Operator Team”** means The Successful bidder who has to provide services to the Client under the scope of this Tender / Contract. This definition shall also include any and/or all of the employees of Bidder, their authorized agents and

## **RFP**

representatives and approved Sub-Implementation Agency or other personnel employed or engaged either directly or indirectly by THE SUCCESSFUL BIDDER for the purposes of the Contract.

**7.1.10 “Parties”** means the Client and THE SUCCESSFUL BIDDER and “Party” means either of the Parties.

**7.1.11 “Service”** means facilities/services to be provided as per the requirements specified in this tender document and any other incidental services, such as installation, implementation, maintenance, and provision of technical assistance and other such obligations of THE SUCCESSFUL BIDDER covered under the Contract.

**7.1.12 “Service Specification”** means and include detailed description, statements to technical data, performance characteristics, and standards as applicable and as specified in the Contract as well as those specifications relating to Industry standards and codes applicable to the performance of the work, work performance quality and the specifications affecting the works or any additional specification required to be produced by THE SUCCESSFUL BIDDER to meet the design criteria.

**7.1.13 “Site”** means the entire Data Centre Area including NOC Area, Staging Area, Media, Accessories Room and other auxiliary areas as approved by the Client for the purposes of the contract wherein the operations/services/facilities as specified in the scope of work are to be provided/ carried out.

**7.1.14 “The Contract Price/Value”** means the price payable to THE SUCCESSFUL BIDDER under the Contract for the full and proper performance of its contractual obligations.

**7.1.15 “SRB”** shall mean Client and shall include its legal representatives, successors and permitted assignees.

**7.1.16 “SRB’s Representative”** shall mean the person appointed by the SRB from time to time to act on its behalf at the site for overall coordination, supervision and project management at site.

## **7.2 Interpretation**

In this Contract unless a contrary intention is evident:

**7.2.1** The clause headings are for convenient reference only and do not form part of this Contract;

**7.2.2** Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

**7.2.3** Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;

**7.2.4** A word in the singular includes the plural and a word in the plural includes the singular;

**7.2.5** A word importing a gender includes any other gender;

**7.2.6** A reference to a person includes a partnership and a body corporate;

**7.2.7** A reference to legislation includes legislation repealing, replacing or amending that legislation;

**7.2.8** Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.

## **RFP**

**7.2.9** In the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

### **7.3 Conditions Precedent**

This Contract is subject to the fulfilment of the following conditions precedent by the Implementation Agency.

**7.3.1** Obtaining of all statutory and other approvals required for the performance of the Services under this Contract.

### **7.4 Representations & Warranties**

In order to induce the Client to enter into this Contract, THE SUCCESSFUL BIDDER hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination here of the following:

**7.4.1** That THE SUCCESSFUL BIDDER has the requisite experience in providing Data Centre site operation and maintenance services, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully provide the Services sought by the Client for the purposes of this Contract.

**7.4.2** That THE SUCCESSFUL BIDDER is not involved in any major litigation or legal proceedings, pending, existing and potential or threatened that may have an impact of affecting or compromising the performance or delivery of Services under this Contract.

**7.4.3** That the representations and warranties made by THE SUCCESSFUL BIDDER in the bid or will be made in this contract are and shall continue to remain true and fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless the Client specifies to the contrary, THE SUCCESSFUL BIDDER shall be bound by all the terms of the Bid and the contract through the term of the contract.

**7.4.4** That THE SUCCESSFUL BIDDER has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the Scope of Work stipulated in the Tender and this Contract.

**7.4.5** That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights licenses and permits.

**7.4.6** That THE SUCCESSFUL BIDDER shall use such assets of the Client as the Client may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. THE SUCCESSFUL BIDDER shall however have no claim to any right, title, lien or other interest in any such property and any possession of property for any duration whatsoever shall not create any right in equity or otherwise merely by fact of such use or possession during or after the term hereof.

**7.4.7** That THE SUCCESSFUL BIDDER shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Client indemnified in relation thereto.

**7.4.8** That the execution of the Services and the Scope of work herein are and shall be in accordance and in compliance with all applicable laws.

## **RFP**

**7.4.9** That all conditions precedent under the Contract has been satisfied.

**7.4.10** That neither the execution and delivery by THE SUCCESSFUL BIDDER of the Contract nor the Implementation Agency's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the Implementation Agency, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which THE SUCCESSFUL BIDDER is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Implementation Agency.

**7.4.11** That THE SUCCESSFUL BIDDER certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by THE SUCCESSFUL BIDDER which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

**7.4.12** That THE SUCCESSFUL BIDDER owns, license to use or otherwise has the right to use, in all its Intellectual Property Rights, which are required or desirable for performance of its services under this contract and regarding the same THE SUCCESSFUL BIDDER does not, so far as THE SUCCESSFUL BIDDER is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person or third party. So far as THE SUCCESSFUL BIDDER is aware, none of the Intellectual Property Rights, owned or enjoyed by THE SUCCESSFUL BIDDER or which THE SUCCESSFUL BIDDER is licensed to use, which are material in the context of Implementation Agency's business and operations for the performance of this contract are being infringed nor, so far as THE SUCCESSFUL BIDDER is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to THE SUCCESSFUL BIDDER by any person. All Intellectual Property Rights (owned by THE SUCCESSFUL BIDDER or which THE SUCCESSFUL BIDDER is licensed to use) required by THE SUCCESSFUL BIDDER for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Client indemnified in relation thereto.

**7.4.13** That time is the essence of the Contract and hence THE SUCCESSFUL BIDDER shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis.

**7.4.14** That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the Confidential Information.

**7.4.15** That in providing the Services or deliverables or materials, neither THE SUCCESSFUL BIDDER nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of or proprietary to any prior employer or any other person or entity.

### **7.5 Scope of work/contract**

**7.5.1** Scope of the CONTRACT shall be as defined in this CONTRACT, Scope of work including specifications and drawings and the Service level agreement and annexes thereto of this tender.

**7.5.2** Client has engaged THE SUCCESSFUL BIDDER for operations and maintenance of physical and IT infrastructure of SRB Data Center. THE SUCCESSFUL BIDDER is required to provide such services, support and infrastructure as necessary during the term of this Contract and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the Tender and this Contract and are deemed necessary by the Client in order to meet its business requirements (hereinafter 'scope of work').

**7.5.3** If any services, functions or responsibilities not specifically described in this Contract are an inherent, necessary or customary part of the Services are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the scope of the work to be delivered for the Charges, as if such services, functions or responsibilities were specifically described in this Contract.

**7.5.4** The Client reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Scope of Work.

### **7.6 Duration of the contract**

The CONTRACT shall remain valid for a period of 1 (one) year from the date of signing of contract for the Operational and Maintenance period.

### **7.7 Contract Performance Guarantee**

Within 14 (fourteen) days after the receipt of notification of award of the Contract from the Client the Successful bidder shall furnish Contract Performance Guarantee to the Client which shall be equal to 10% of the value of the Contract Price and shall be in the form of a Bank Guarantee Bond from a Scheduled Bank in the Performa given at Annexure II.

### **7.8 THE SUCCESSFUL BIDDER Obligations**

**7.8.1** THE SUCCESSFUL BIDDER would be required to maintain and manage the SRB Data Centre facilities. It will be THE SUCCESSFUL BIDDER's responsibility to ensure compliance to the requirements of the DC and continued operation of the Data Centre in accordance with and in strict adherence to the terms of this Bid, the Tender and this Contract.

**7.8.2** In addition to the aforementioned, THE SUCCESSFUL BIDDER shall:

- a) Perform the Services specified by the Client and make available the necessary equipment / facilities / services/ documents as may be necessary and other 'Scope of work' requirements as specified in the tender and changes thereof.



b) THE SUCCESSFUL BIDDER shall ensure that his team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. THE SUCCESSFUL BIDDER shall ensure that the Services are performed in accordance with the terms hereof and to the satisfaction of the Client. Nothing in this Contract relieves THE SUCCESSFUL BIDDER from its liabilities or obligations under this Contract to provide the Services in accordance with the Client directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Client and the THE SUCCESSFUL BIDDER shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.

**7.8.3** THE SUCCESSFUL BIDDER 's representative shall have all the powers requisite for the performance of services under this contract. THE SUCCESSFUL BIDDER 's representative shall liaise with the Client's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. THE SUCCESSFUL BIDDER will extend full co-operation to Client's Representative in the manner required by them for supervision / inspection / observation of the Data Centre facilities, equipment/material, procedures, performance, reports and records pertaining to the works. THE SUCCESSFUL BIDDER shall also have complete charge of its personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practice. THE SUCCESSFUL BIDDER shall also co-ordinate and co-operate with the other Service Providers / Vendors / consultants / other agencies / Government Departments of the Client working at the Site/offsite for activities related to planning, execution of scope of work and providing services under this contract.

### **7.9 Reporting Progress:**

**7.9.1** THE SUCCESSFUL BIDDER shall monitor progress of all the activities specified in the contract and submit free of cost weekly/ monthly/(as required by the client) progress report about various aspect of the work to the Client. The Client on mutual agreement between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in 3 copies, along with 3 copies of monthly progress report. The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed at the Kick-Off meeting.

**7.9.2** The Data Centre facilities / services and/or labour to be provided by THE SUCCESSFUL BIDDER under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of Client's Representative in accordance with the Contract. Should the rate of progress of the work compliance to the requirements of the Data Centre/its facilities or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operation of the Data Centre the Client's Representative shall so notify THE SUCCESSFUL BIDDER in writing.

**7.9.3** THE SUCCESSFUL BIDDER shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works

## **RFP**

by the prescribed time. THE SUCCESSFUL BIDDER shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Client or Client's Representative that the actual progress of work does not conform to the approved programme THE SUCCESSFUL BIDDER shall produce at the request of the Client's Representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements

**7.9.4** In case THE SUCCESSFUL BIDDER services does not meet the desired requirements, THE SUCCESSFUL BIDDER shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. Programme for deployment of extra man power/ resources/ infrastructure will be submitted to the Client for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne by THE SUCCESSFUL BIDDER unless otherwise expressly provided in the Contract.

### **7.10 Knowledge of Site Conditions:**

**7.10.1** THE SUCCESSFUL BIDDER's undertaking of this Contract shall be deemed to mean that THE SUCCESSFUL BIDDER possesses the knowledge of SRB Data Centre related requirements as stipulated in the RFP Document including but not limited to environmental, demographic and physical conditions and all criteria required to provide O&M services to the SRB Data Centre.

**7.10.2** THE SUCCESSFUL BIDDER shall be deemed to have understood the requirements and have satisfied himself with the data contained in the Bidding Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc. and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if THE SUCCESSFUL BIDDER detects any obstructions affecting the work, THE SUCCESSFUL BIDDER shall take all measures to overcome them.

**7.10.3** THE SUCCESSFUL BIDDER shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for THE SUCCESSFUL BIDDER undertaking the works shall cover all the Implementation Agency's obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which the Client's Representative may issue in accordance with the connection therewith and of any proper and reasonable measures which THE SUCCESSFUL BIDDER takes in the absence of specific instructions from the Client's Representative.

### **7.11 Data Centre Operator Team**

**7.11.1** THE SUCCESSFUL BIDDER shall supply to the Client 5 (five) days prior to the effective date of commencement of works/services or kick-off meeting whichever is earlier, an organization chart showing the proposed organization/manpower to be established by THE SUCCESSFUL BIDDER for execution of the work/facilities

## **RFP**

including the identities and Curriculum- Vitae of the key personnel to be deployed. THE SUCCESSFUL BIDDER shall promptly inform the Client in writing of any revision or alteration of such organization charts.

**7.11.2** THE SUCCESSFUL BIDDER shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs/charges in connection thereof.

**7.11.3** THE SUCCESSFUL BIDDER shall provide and deploy manpower on the Site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage/supervise the work in a proper and timely manner.

**7.11.4** The Client appointed representative may at any time object to and require THE SUCCESSFUL BIDDER to remove forthwith from the site a supervisor or any other authorized representative or employee of THE SUCCESSFUL BIDDER or any person(s) deployed by THE SUCCESSFUL BIDDER or his sub- Implementation Agency, if in the opinion of the Client's Representative the person in question has mis-conducted himself or his deployment is otherwise considered undesirable by the Client's Representative THE SUCCESSFUL BIDDER shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of the Client's Representative.

**7.11.5** The Client's Representative may at any time request THE SUCCESSFUL BIDDER to remove from the work / Site THE SUCCESSFUL BIDDER 's employees/supervisor or any other authorized representative including any employee of THE SUCCESSFUL BIDDER or his sub-Agency or any person(s) deployed by THE SUCCESSFUL BIDDER or his sub-Agency for professional incompetence or negligence or for being deployed for work for which he is not suited. THE SUCCESSFUL BIDDER shall consider the representative's request and may accede to or disregard it. The Client's Representative having made a request as aforesaid in the case of any person which THE SUCCESSFUL BIDDER has disregarded, may in the case of the same person at any time but on a different occasion and for a different instance of one of the reasons referred to above in this Clause object to and require THE SUCCESSFUL BIDDER to remove that person from deployment on the work which THE SUCCESSFUL BIDDER shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Client's Representative.

**7.11.6** The Client Representative shall state to THE SUCCESSFUL BIDDER in writing his reasons for any request or requirement pursuant to this clause.

**7.11.7** THE SUCCESSFUL BIDDER shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.

**7.11.8** In case of change in its team composition owing to attrition THE SUCCESSFUL BIDDER shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member. The exiting team member

## **RFP**

should be replaced with an equally competent substitute from the pool of backup personnel.

### **7.12 Statutory Requirements**

- During the tenure of this Contract nothing shall be done by THE SUCCESSFUL BIDDER in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep SRB indemnified in this regard
- THE SUCCESSFUL BIDDER and their personnel/representative shall not alter / change / replace any hardware component proprietary to the SRB and/or under warranty or AMC of third party without prior consent of the SRB
- THE SUCCESSFUL BIDDER and their personnel/representative shall not, without consent of the SRB, install any hardware or software not purchased / owned by the SRB.

### **7.13 Contract Administration**

- Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each representative shall have the authority to:
  - Exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof and
  - Bind his or her Party in relation to any matter arising out of or in connection with this Contract
- THE SUCCESSFUL BIDDER shall be bound by all undertakings and representations made by the authorized representative of THE SUCCESSFUL BIDDER and any covenants stipulated hereunder with respect to this Contract for and on their behalf
- For the purpose of execution or performance of the obligations under this Contract the SRB's Representative would act as an interface with the nominated representative of the SI. THE SUCCESSFUL BIDDER shall comply with any instructions that are given by the SRB's Representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender
- A Committee comprising representatives from the State and THE SUCCESSFUL BIDDER shall meet on a quarterly basis to discuss any issues / bottlenecks being encountered. THE SUCCESSFUL BIDDER shall draw the minutes of these meetings and circulate to the SRB

### **7.14 Right of Monitoring, Inspection and Periodic Audit**

- The SRB reserves the right to inspect by itself or through a Third Party agency and monitor/assess the progress / performance/ maintenance of the Data Center

## **RFP**

components at any time during the course of the Contract, after providing due notice to the SI. The SRB may demand any document, data, material or any other information which it may require to enable it to assess the progress of the project.

- The SRB shall also have the right to conduct, either itself or through another Third Party as it may deem fit, an audit to monitor the performance by the Third Party of its obligations/functions in accordance with the standards committed to or required by the SRB. THE SUCCESSFUL BIDDER undertakes to cooperate with and provide to the SRB / any other THE SUCCESSFUL BIDDER appointed by the SRB, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by THE SUCCESSFUL BIDDER failing which the SRB may without prejudice to any other rights that it may have issue a notice of default.

### **7.15 SRB's Obligations**

- The SRB's Representative shall interface with THE SUCCESSFUL BIDDER to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. SRB shall provide adequate cooperation in providing details assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the SRB is proper and necessary
- SRB shall ensure that timely approval is provided to the SI, where deemed necessary
- The SRB shall approve all such documents as per the above Clause

### **7.16 Information Security**

- THE SUCCESSFUL BIDDER shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the SRB, out of SRB Data Centre premises without prior written permission from the SRB.
- THE SUCCESSFUL BIDDER shall adhere to the Information Security policy developed by the SRB.
- THE SUCCESSFUL BIDDER acknowledges that SRB business data and other SRB proprietary information or materials, whether developed by SRB or being used by SRB pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to SRB and THE SUCCESSFUL BIDDER agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by THE SUCCESSFUL BIDDER to protect its own proprietary information. THE SUCCESSFUL BIDDER recognizes that the goodwill of State depends, among other things, upon THE SUCCESSFUL BIDDER keeping such proprietary information confidential and that unauthorized disclosure of the same by THE SUCCESSFUL BIDDER could damage SRB and that

## **RFP**

by reason of SI's duties hereunder. THE SUCCESSFUL BIDDER may come into possession of such proprietary information even though THE SUCCESSFUL BIDDER does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. THE SUCCESSFUL BIDDER shall use such information only for the purpose of performing the said services

- THE SUCCESSFUL BIDDER shall, upon termination of this agreement for any reason or upon demand by SRB, whichever is earliest return any and all information provided to THE SUCCESSFUL BIDDER by SRB including any copies or reproductions, both hard copy and electronic

### **7.17 Ownership of Equipment**

The SRB shall own all the equipment, Licenses and any solution supplied by the THE SUCCESSFUL BIDDER arising out of or in connection with this Contract

### **7.18 Risk Management**

- THE SUCCESSFUL BIDDER shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by THE SUCCESSFUL BIDDER under this Contract. THE SUCCESSFUL BIDDER shall underwrite all the risk related to its personnel deputed under this Contract as well as equipment and components of the Data Center, procured for the Data Center, equipment, tools and any other belongings of THE SUCCESSFUL BIDDER or their personnel during the entire period of their engagement in connection with this Contract and take all essential steps to reduce and mitigate the risk. SRB will have no liability on this account

### **7.19 Indemnity**

- THE SUCCESSFUL BIDDER shall execute and furnish to the SRB a Deed of Indemnity in favour of the SRB in a form and manner acceptable to the SRB, indemnifying the SRB from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
  - Any negligence or wrongful act or omission by THE SUCCESSFUL BIDDER or the Implementation Agency's Team / or any third party in connection with or incidental to this Contract; or
  - A breach of any of the terms of the Implementation Agency's Bid as agreed, the Tender and this Contract by the Implementation Agency, the Implementation Agency's Team or any third party

The indemnity shall be to the extent of 100% in favour of the SRB

### **7.20 Confidentiality**

- THE SUCCESSFUL BIDDER shall not use any Information, name or the logo of the SRB except for the purposes of providing the Service as specified under this

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## **RFP**

contract;

- THE SUCCESSFUL BIDDER may only disclose Information with the prior written consent of the SRB to a member of the SI's Team ("Authorized Person") if the Authorized Person is obliged to use it only for the performance of obligations under this contract
- THE SUCCESSFUL BIDDER shall do everything reasonably possible to preserve the confidentiality of the Information including execution of a confidentiality agreement to the satisfaction of the SRB
- THE SUCCESSFUL BIDDER shall sign a Non Disclosure Agreement (NDA) with the SRB. The Implementation Agency, its antecedents shall be bound by the NDA. THE SUCCESSFUL BIDDER will be held responsible for any breach of the NDA by its antecedents or delegates
- THE SUCCESSFUL BIDDER shall notify the SRB promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Contract or with the authority of the SRB
- THE SUCCESSFUL BIDDER shall be liable to fully recompense the SRB for any loss of revenue arising from breach of confidentiality. The SRB reserves the right to adopt legal proceedings, civil or criminal, against THE SUCCESSFUL BIDDER in relation to a dispute arising out of breach of obligation by THE SUCCESSFUL BIDDER under this clause
- THE SUCCESSFUL BIDDER shall not take away or remove in whatever manner any information on any media like but not limited to Floppy, Digital Drives, CDs, DVDs, email etc from SDC without the specific written permission of SRB. SI, if required, shall take specific permission for each such event
- THE SUCCESSFUL BIDDER shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under the contract for any purpose except strictly for discharging his obligation under the contract and no more

### **7.21 Term and Extension of the Contract**

- The term of this Contract shall be for a period as indicated in the contract and contract shall come to an end on expiry of such period except when its term is extended by SRB
- The SRB shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including fresh negotiations on terms and conditions

### **7.22 Prices**

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. Client however reserves the right to review and negotiate the charges payable to incorporate downward revisions as applicable and necessary.

### **7.23 Change Orders/Alteration/Variation**

THE SUCCESSFUL BIDDER agrees that the Data Centre O&M requirements given in this RFP are minimum requirements and are in no way exhaustive and guaranteed by the SRB. It shall be the responsibility of THE SUCCESSFUL BIDDER to meet all the requirements and shall not constitute a change order and shall be carried out without a change order and shall be carried out without any time and cost effect to SRB. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification which THE SUCCESSFUL BIDDER had not brought out to the SRB notice in his tender shall not constitute a change order and such upward revisions and/or addition shall be carried out by THE SUCCESSFUL BIDDER without any time and cost effect to SRB.

#### **Change Order**

- The change order will be initiated only in case-
  - (i) the SRB directs in writing THE SUCCESSFUL BIDDER to include any addition to the Scope of Work covered under this Contract or delete any part of the scope of the work under the Contract
  - (ii) THE SUCCESSFUL BIDDER requests to delete any part of the work which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by the SRB and for which cost and time benefits shall be passed on to the SRB.
- Any change order comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a “Variation”) shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule, if any. However the increase in the scope of work shall not be more than 15 percent of the original contract price.

#### **Procedures for Change Order**

- The representatives of both the parties will discuss on the new requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not
- If it is mutually agreed that such Requirement constitutes a “Change Order” then a joint memorandum will be prepared and signed by THE SUCCESSFUL BIDDER and SRB to confirm a “Change Order” and basic ideas of necessary agreed arrangement
- Upon completion of the study referred to above Clause, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the SRB to enable the SRB to give a final decision whether THE SUCCESSFUL BIDDER should proceed with the change order or not in the best interest of the works. The estimated cost and time impact indicated



## **RFP**

by THE SUCCESSFUL BIDDER shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents. In case THE SUCCESSFUL BIDDER fails to submit all necessary substantiation/calculations and back up documents, the decision of the SRB regarding time and cost impact shall be final and binding on THE SUCCESSFUL BIDDER.

- If SRB accepts the implementation of the change order under Clause mentioned above in writing, which would be considered as change order then THE SUCCESSFUL BIDDER shall commence to proceed with the relevant work stipulated in the change order pending final agreement between the parties with regard to adjustment of the Contract Price and the Construction Schedule

### **Conditions for extra work/change order**

- The provisions of the Contract shall apply to extra work performed as if the Extra work / Change order has been included in the original Scope of work. However, the Contract Price shall increase / decrease and the Time Schedule shall be adjusted on account of the Extra work / Change orders as may be mutually agreed. The SI's obligations with respect to such work remain in accordance with the Contract.

### **7.24 Suspension of Work**

- THE SUCCESSFUL BIDDER shall, if ordered in writing by the SRB's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. THE SUCCESSFUL BIDDER shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to THE SUCCESSFUL BIDDER, if request for same is made and that the suspension was not consequent to any default or failure on the part of THE SUCCESSFUL BIDDER. In case the suspension of works is not consequent to any default or failure on the part of THE SUCCESSFUL BIDDER and lasts for a period of more than 2 months, THE SUCCESSFUL BIDDER shall have the option to request the SRB to terminate the Contract with mutual consent
- In the event that the SRB suspends the progress of work for any reason not attributable to THE SUCCESSFUL BIDDER for a period in excess of 30 days in aggregate, rendering THE SUCCESSFUL BIDDER to extend his performance guarantee then SRB shall bear only the cost of extension of such Bank Guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to THE SUCCESSFUL BIDDER producing the requisite evidence from the bank concerned

### **7.25 Completion of Contract**

Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract.

### 7.26 Payment Schedule

- The fee amount will be equal to the amount specified in *Format for Tender Response –Bid*

Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the following schedule:

#### Payment Schedule

- The Total amount of the payment shall be paid in equivalent quarterly to THE SUCCESSFUL BIDDER, and will be calculated based on the period of the project. The quarterly payment shall be made at the end of each quarter.
- For the quarterly payments, the annual cost quoted by the successful bidder in his/her bid shall be divided in to four quarterly payments.
- The amount of the Quarterly Guaranteed Revenue (QGR) will be in-line with the SLA parameters as defined in the RFP, and the applicable penalties shall be deducted from the QGR.
- No payment will be released before submission of backlining contract for IT and Non-IT components as indicated at Section IV of this document.

### 7.27 Events of Default by the Implementation Agency

- The failure on the part of THE SUCCESSFUL BIDDER to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default. The events of default as mentioned above may include, but not limited to, inter alia, the following also:
  - THE SUCCESSFUL BIDDER has failed to perform any instructions or directives issued by the SRB which it deems proper and necessary to execute the scope of work under the Contract; or
  - THE SUCCESSFUL BIDDER has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract or if THE SUCCESSFUL BIDDER has fallen short of matching such standards/targets as the SRB may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above mentioned failure on the part of THE SUCCESSFUL BIDDER may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the SRB; or
  - THE SUCCESSFUL BIDDER has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the SRB despite being served with a default notice which laid down the specific deviance on the part of THE SUCCESSFUL BIDDER to comply with any stipulations or standards as laid down by the SRB; or
  - THE SUCCESSFUL BIDDER Team has failed to conform with any of the

## **RFP**

- \Service / Facility Specifications / Standards as set out in the Scope of Work of this Tender Document or has failed to adhere to any amended direction, modification or clarification as issued by SRB during the term of this Contract and which SRB deems proper and necessary for the execution of the Scope of Work under this Contract; or
- THE SUCCESSFUL BIDDER has failed to demonstrate or sustain any representation or warranty made by it in this Contract with respect to any of the terms of its Bid or the Tender and this Contract; or
- There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the SI; or
- THE SUCCESSFUL BIDDER Team has failed to comply with or is in breach or contravention of any applicable laws where there has been an occurrence of such defaults inter alia as stated above, SRB shall issue a notice of default to the SI, setting out specific defaults / deviances / omissions and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.

### **7.28 Consequences in Event of Default**

- Where an Event of Default subsists or remains uncured beyond permissible or reasonable time, the SRB may/shall be entitled to the following:
  - For cases where permissible time is not indicated in the contract, SRB will decide, at its discretion, the quantum of reasonable time to cure the default
  - SRB may impose any such obligations and conditions and issue any clarifications as may be necessary to inter-alia ensure smooth continuation of Services and the project which THE SUCCESSFUL BIDDER shall be obliged to comply with. This may include unilateral re-determination of the consideration payable to THE SUCCESSFUL BIDDER hereunder. THE SUCCESSFUL BIDDER shall, in addition, take all available steps to minimize loss resulting from such event of default
- The SRB may by a written notice of suspension to THE SUCCESSFUL BIDDER , suspend all payments to THE SUCCESSFUL BIDDER under the Contract provided that such notice of suspension:
  - Shall specify the nature of the failure, and
  - Shall request THE SUCCESSFUL BIDDER to remedy such failure within a specified period from the date of receipt of such notice of suspension by the SI.
- The SRB reserves the right to terminate the contract with 30 days' notice.

### **7.29 Termination of the Contract**

- Retain such amounts from the payment due and payable by the SRB to THE SUCCESSFUL BIDDER as may be required to offset any losses caused to the SRB as a result of such event of default and THE SUCCESSFUL BIDDER shall compensate the SRB for any such loss, damages or other costs, incurred by the SRB

## **RFP**

in this regard. Nothing herein shall affect the continued obligation of other members of its Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default

- Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from THE SUCCESSFUL BIDDER may have resulted from such default and pursue such other rights and/or remedies that may be available to the SRB under law.

### **7.30 Termination**

The SRB may terminate this Contract in whole or in part by giving THE SUCCESSFUL BIDDER prior written notice indicating its intention to terminate the Contract under the following circumstances:

- Where the Client is of the opinion that there has been such Event of Default on the part of THE SUCCESSFUL BIDDER which would make it proper and necessary to terminate this Contract and may include failure on the part of THE SUCCESSFUL BIDDER to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.
- Where it comes to the Client's attention that THE SUCCESSFUL BIDDER (or the Implementation Agency's Team) is in a position of actual conflict of interest with the interests of the Client in relation to any of terms of the Implementation Agency's Bid, the Tender or this Contract.
- Where THE SUCCESSFUL BIDDER's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever including inter-alia the filing of any bankruptcy proceedings against THE SUCCESSFUL BIDDER, any failure by THE SUCCESSFUL BIDDER to pay any of its dues to its creditors, the institution of any winding up proceedings against THE SUCCESSFUL BIDDER or the happening of any such events that are adverse to the commercial viability of THE SUCCESSFUL BIDDER. In the event of the happening of any events of the above nature, the Client shall reserve the right to take any steps as are necessary to ensure the effective transition of the project to a successor Implementation Agency/service provider, and to ensure business continuity.

#### **Termination for Insolvency:**

The Client may at any time terminate the Contract by giving written notice to THE SUCCESSFUL BIDDER without compensation to the Implementation Agency, if THE SUCCESSFUL BIDDER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Client.

#### **Termination for Convenience:**

The Client may by prior written notice sent to THE SUCCESSFUL BIDDER at least 3 months in advance terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Client convenience, the extent to which performance of work under the Contract is terminated

## **RFP**

and the date upon which such termination becomes effective.

THE SUCCESSFUL BIDDER may subject to approval by the Client, terminate this Contract before the expiry of the term by giving the Client a prior and written notice at least 6 months in advance indicating its intention to terminate the Contract.

### **7.31 Consequences of Termination**

In the event of termination of this contract due to any cause whatsoever THE SUCCESSFUL BIDDER shall be blacklisted.

- In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated Term of the Contract or otherwise] the Client shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which THE SUCCESSFUL BIDDER shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach and further allow and provide all such assistance to the Client and/or the successor Implementation Agency/service provider, as may be required to take over the obligations of the erstwhile THE SUCCESSFUL BIDDER in relation to the execution/continued execution of the scope of this Contract.
- Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of THE SUCCESSFUL BIDDER or due to the fact that the survival of THE SUCCESSFUL BIDDER as an independent corporate entity is threatened/has ceased or for any other reason whatsoever the Client through unilateral re-determination of the consideration payable to THE SUCCESSFUL BIDDER shall pay THE SUCCESSFUL BIDDER for that part of the Services which have been authorized by the Client and satisfactorily performed by THE SUCCESSFUL BIDDER up to the date of termination. Without prejudice any other rights the Client may retain such amounts from the payment due and payable by the Client to THE SUCCESSFUL BIDDER as may be required to offset any losses caused to the Client as a result of any act/omissions of the Implementation Agency. In case of any loss or damage due to default on the part of THE SUCCESSFUL BIDDER in performing any of its obligations with regard to executing the scope of work under this Contract, THE SUCCESSFUL BIDDER shall compensate the Client for any such loss, damages or other costs incurred by the Client. Additionally the sub THE SUCCESSFUL BIDDER / other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of THE SUCCESSFUL BIDDER as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Client and as may be proper and necessary to execute the scope of work under the Contract in terms of THE SUCCESSFUL BIDDER 's Bid, the Tender and this Contract.
- Nothing herein shall restrict the right of the Client to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Client under law.

## **RFP**

- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

### **7.32 Penalty**

Commencement of activities for SRB Data Center O&M and ongoing performance and service levels shall be as per timelines and parameters stipulated by the SRB in this contract, failing which the SRB may at its discretion impose penalties on THE SUCCESSFUL BIDDER as defined in the Service Level Agreement of this RFP document

### **7.33 Force Majeure**

- Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The SRB will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of THE SUCCESSFUL BIDDER in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

### **7.34 Liquidated Damages**

- The SRB may without prejudice to its right to affect recovery by any other method deduct the amount of liquidated damages from any money belonging to THE SUCCESSFUL BIDDER in its hands (which includes the SRB's right to claim such amount against SI's Bank Guarantee) or which may become due to THE SUCCESSFUL BIDDER. Any such recovery or liquidated damages shall not in any way relieve THE SUCCESSFUL BIDDER from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

### **7.35 Dispute Resolution**

- The SRB and THE SUCCESSFUL BIDDER shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising

## **RFP**

between them under or in connection with the Contract.

- If, after Thirty (30) days from the commencement of such direct informal negotiations, the SRB and THE SUCCESSFUL BIDDER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in the below clauses
- In the case of a dispute or difference arising between the SRB and THE SUCCESSFUL BIDDER relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators. One Arbitrator to be nominated by the SRB and the other to be nominated by THE SUCCESSFUL BIDDER or in case of the said Arbitrators not agreeing then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference.
- The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings
- The venue of arbitration shall be Karachi, Pakistan.
- The SRB may terminate this contract by giving a written notice of termination of minimum 30 days to THE SUCCESSFUL BIDDER.
- Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations

### **7.36 Conflict of Interest**

THE SUCCESSFUL BIDDER shall disclose to the SRB in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for THE SUCCESSFUL BIDDER or THE SUCCESSFUL BIDDER's Team) in the course of performing the Services as soon as practically possible after it becomes aware of that conflict.

### **7.37 Severance**

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

### **7.38 Governing Language**

The Agreement shall be written in English language. Language of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

### **7.39 "No Claim" Certificate**

THE SUCCESSFUL BIDDER shall not be entitled to make any claim, whatsoever

## **RFP**

against SRB under or by virtue of or arising out of this contract, nor shall the SRB entertain

or consider any such claim, if made by THE SUCCESSFUL BIDDER after he shall have signed a “No claim” certificate in favor of the SRB in such forms as shall be required by the SRB after the works are finally accepted.

### **7.40 Publicity**

THE SUCCESSFUL BIDDER shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the SRB first gives THE SUCCESSFUL BIDDER its written consent.

### **7.41 General**

#### **Relationship between the Parties**

- Nothing in this Contract constitutes any fiduciary relationship between the SRB and THE SUCCESSFUL BIDDER / THE SUCCESSFUL BIDDER’s Team or any relationship of employer employee, principal and agent, or partnership, between the SRB and THE SUCCESSFUL BIDDER
- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract
- The SRB has no obligations to THE SUCCESSFUL BIDDER ’s Team except as agreed under the terms of this Contract

#### **No Assignment**

THE SUCCESSFUL BIDDER shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the SRB.

#### **Survival**

The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the SRB notifies THE SUCCESSFUL BIDDER of its release from those obligations

#### **Entire Contract**

The terms and conditions, Scope of Work, SLA etc. laid down in the Tender and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter

#### **Governing Law**

This Contract shall be governed in accordance with the laws of Pakistan.

#### **Compliance with Laws**

THE SUCCESSFUL BIDDER shall comply with the laws in force in Pakistan in the course of performing this Contract.



## RFP

### Notices

A “notice” means:

- a. a notice; or
- b. consent, approval or other communication required to be in writing under this Contract

All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received 7 days after mailing or on the date of delivery if personally delivered whichever is earlier:

To SRB

at:

Commissioner (Admin),  
Sindh Revenue Board,  
3<sup>rd</sup> Floor Shaheen Complex,  
M.R. Kayani Road  
Karachi  
Phone: 021-9917800-130  
Email address:  
[akber.rizvi@srb.gos.pk](mailto:akber.rizvi@srb.gos.pk)

To THE SUCCESSFUL BIDDER at:

Attn:

[Phone:]

[Email:]

Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above

A notice served on a Representative is taken to be notice to that Representative’s

Party

### Waiver

- Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights
- A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision
- The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision

### 7.42 Response to RFP

#### Proofs needed

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Sindh Revenue Board

**RFP**

THE SUCCESSFUL BIDDER is required to furnish the necessary certificates/proofs from clients as mentioned in the RFP response format during the process of Bidding. If necessary proofs cannot be obtained from the client, then reasons for non-procurement need to be clearly stated. It is left to the discretion of SRB to deem the claim as valid.

Note: Proofs submitted by THE SUCCESSFUL BIDDER which are deemed invalid by SRB may lead to disqualification of the Bidder from the Bidding process

**7.43 Modification**

Any modification of this Contract shall be in writing and signed by an authorized representative of each Party

**7.44 Application**

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

## Section - VIII

### Formats for Response to the Tender:

## Section VIII: Format for Response to the tender: Covering Letter

This section provides the outline, content and the formats that the Bidders are required to follow in the preparation of the Bid.

### Format 1 –

To,  
Commissioner (Admin),  
Sindh Revenue Board,  
3<sup>rd</sup> Floor, Shaheen Complex,  
M.R. Kayani Road, I  
Karachi

**Subject: Appointment of a Vendor for Operations and Maintenance of physical and IT infrastructure at the SRB Data Centre, Karachi.**

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir,

We, the undersigned Bidders, having read and examined in detail all the Tender documents, do hereby propose to provide the services as specified in the Tender document number <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY> along with the following:

1. Bid Security Deposit

We have enclosed an Bid Security in the form of a Pay Order/Demand Draft/ Bid Security for the sum of 2% of the Bid Price. This Bid Security is liable to be forfeited in accordance with the provisions of the Section VII- General Conditions of the Contract.

2. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in Annexure 4 - Performa and as per Section VII - General Conditions of Contract.

**RFP**

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Format 2 - General Information about the Bidder**

<b>Details of the Prime Bidder (Company)</b>				
1.	Name of the Bidder			
2.	Address of the Bidder			
3.	Status of the Company (Public Ltd/ Pvt. Ltd)			
4.	Details of Incorporation of the Company		Date:	
			Ref. #	
5.	Details of Commencement of Business		Date:	
			Ref. #	
6.	Valid Sales tax registration no.			
7.	Valid Service tax registration no.			
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender			
10.	Telephone No. (with STD Code)			
11.	E-Mail of the contact person:			
12.	Fax No. (with STD Code)			
13.	Website			
14.	Financial Details (as per audited Balance Sheets) (in crore)			
15.	Year	2018-2019	2019-2020	2020-2021
16.	Net Worth			
17.	Turn Over			

**Details of the members of the Consortium (Please attach consortium Agreement)**

8	Name of the Bidder	
9	Address of the Bidder	

**RFP**

10	Name & Designation of the contact person to whom all references shall be made regarding this tender	
11	Telephone No. (with STD Code)	
12	E-Mail of the contact person:	
13	Fax No. (with STD Code)	
14	Website	

## Format 3 – Eligibility Criteria

S. No.	Clause	Documents Required	Page No.
1	The bidder and all consortium partners in case of JV shall submit Active Tax Payer Certificate (s) from the relevant tax authorities.	Relevant documentary proof should be required.	
2	The Bidder and all consortium partners shall produce Affidavit on the stamp paper from the responsible personnel of the firm that the firm has never been black listed by Provincial / Federal Government and Semi Government organization / agency / department.	Relevant Documentary Proof Required	
3	Bidder should be an established Information Technology entity/ IT System Integrator and should have been in the business for a minimum period of 03 years	Relevant documentary proof should be attached.	
4	The bidder should have average annual turnover Rs. 100 million and above for the last three Financial Years i.e. 2019 onwards	Audited Financial Statements for the last three years	
5	Bidder must have a warehouse in Karachi.	Procurement Committee would visit the warehouse facility to ensure its existence and workability	
6	The bidder should have experience in providing Service Level Agreement (SLA) to at least Three Data Centre of similar size or bigger (as per BOQ attached with this document at Section IV), during the last five years.	Copy of the work order and completion certificate from the client should be attached.	



**RFP**

<b>7</b>	List of Technical resources (System Engineer for Servers and SAN, Network Engineer, Power Engineer, HVAC Engineer, Fire and Safety Engineer) available at Karachi Support Center for the said service with expertise including position, qualification, related certification & experience is to be provided.	Certificate from bidders HR Department for number of employees employed by the company. Detailed CVs of these qualified professionals shall also be submitted.	
<b>8</b>	The Bidder and all consortium partners shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the prime bidder should be attached.	
<b>9</b>	Document fees for tender document	Rs. 1000 (Non-Refundable) Pay Order form any commercial/scheduled bank, drawn in favor of "Sindh Revenue Board"	
<b>10</b>	The bidder should furnish, as part of its bid, bid security (BS) of 2% of the Bid Price	The BS should be demonstrated in the Pak rupees and should be in the form of Pay Order/DD/Bank Guarantee	

**RFP**

**Format 4 - Declaration Regarding Clean Track Record**

To,  
Commissioner (Admin),  
Sindh Revenue Board,  
3<sup>rd</sup> Floor Shaheen Complex,  
M.R. Kayani Road  
Karachi

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. \_\_\_\_\_] regarding Appointment of an Agency for Maintenance & Operations of the SRB Data Centre for a period of 1 (One) years. I hereby declare that my company has not been debarred/black listed by any Government / Semi- Government organizations in Pakistan. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**RFP**

**Format 5 – Declaration of Acceptance of Terms & Conditions in the RFP**

To,

Commissioner (Admin),  
Sindh Revenue Board,  
3<sup>rd</sup> Floor Shaheen Complex,  
M.R. Kayani Road  
Karachi

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No. ....] For Operations and Maintenance of physical and IT infrastructure of SRB Data Centre, Karachi

I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**A. Format 6 of CV for Required staff of the bidder for Lot 2**

S. No	Item		Details	
1	Name			
2	Specify role to be played in the project & whether 'prime' or 'alternate'			
3	Current job title			
4	Experience in yrs. (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.)			
5	Name of Organization	From	To	Designation/ Responsibilities
6	Number of years with the Current Organization			
7	Current job responsibilities			
8	Summary of professional / domain experience			
9	Skill sets			
10	Highlights of assignments handled			
11	Educational Background, Training / Certification including institutions.			
12	Degree (including subjects)	Year of Award of Degree	University	% of marks

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes qualifications and experience mentioned above and proposed staff member is a permanent employee of our organization. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of Staff Member

Date:

Signature of Authorized Signatory

Date:

## Format 7- Project Experience Details

S. No	Item	Details
<b>General Information</b>		
1	Customer Name/Government Department	
2	Name of the Contact Person and Contact details for the project	
<b>Brief description of scope of project</b>		
<b>Size of the project</b>		
3	Contract Value of the project (in million)	
4	Capital Expenditure involved (by the govt./ client)	
5	Total cost of the services provided (by the Bidder)	
6	Please provide copies of Work Order or Certificate of Completion.	
<b>Project Details</b>		
8	Name of the project	
9	Start Date/End Date	
10	Current Status (work in progress, completed)	
11	Contract Tenure	
12	No. of locations	
13	Man-month effort involved	
14	Type of Project.	
15	Solution architecture employed & core Components	
16	Scope of Service Delivery system	
17	Tools deployed. modelling, design, development, testing, project management, EMS	

## Section - IX

# Formats to Response to the Tender: Bid

## Section IX - Format for Response to Tender: Bid

### Format 1 –Bid Letter

To,  
Commissioner (Admin),  
Sindh Revenue Board,  
3<sup>rd</sup> Floor Shaheen  
Complex,  
M.R. Kayani Road  
Karachi

**Subject: Appointment of an Agency for Operations and Maintenance services for SRB Data Centre**

**Reference:** Tender No: <Tender Reference Number> Dated <dd/mm/yyyy>

Sir,

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of **Appointment of an Agency for Operations and Maintenance Services for SRB Data Centre** do hereby propose to provide services as specified in the Tender documents number <Tender Reference Number> Dated <dd/mm/yyyy>

1. Price and Validity

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for a period of 120 calendar days from the date of opening of the Tenders.
- We hereby confirm that our Tender prices include all taxes. However, all the taxes are quoted separately under relevant sections.

2. Unit Rates

We have indicated in the relevant schedules enclosed the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. Deviations

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out

**RFP-**

exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our Bid.

Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

4. Tender Pricing

We further confirm that the prices stated in our Bid are in accordance with your Instruction to Bidders included in Tender documents.

5. Qualifying Data

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

6. Bid Price

We declare that our Bid Price is for the entire scope of the work as specified in the Schedule of Requirements and Tender documents. These prices are indicated in required format in our Tender as part of the Tender.

7. Contract Performance Guarantee Bond

We hereby declare that in case the contract is awarded to us, we shall submit the Contract Performance Guarantee Bond in the form prescribed.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:



**RFP**

**Format 2 – Summary of Cost Components**

**Table 1 – Lot 1 IT Components**

<b>Sl. No</b>	<b>Item</b>	<b>Description</b>	<b>Price (in Rs)</b>
1	Service Level Agreement Cost– IT Components	Refer Section 4.1	
Total Cost for 1 Year (incl. Support, Maintenance & Operations) Inclusive of all the Taxes.			

This SLA Support for One year shall be for the entire components / items / infrastructure of SRB-DC under the RFP / Contract. Bidder should ensure that resources required for SAL of SRB-DC project should comply as per the RFP.

**RFP**

Table 2: Lot 2 A Non-IT component

<b>Sl. No</b>	<b>Item</b>	<b>Description</b>	<b>Price (in Rs)</b>
1	Service Level Agreement Cost – Non -IT Components	Refer Section 4.2	
2	Resident Data Center Facility Supervisor (Manpower Cost)	Refer Section 4.2	
Total Cost for 1 Year (incl. Support, Maintenance & Operations) Inclusive of all the Taxes.			

This SLA Support for One year shall be for the entire components / items / infrastructure of SRB-DC under the RFP /. Bidder should ensure that resources required for SAL of SRB-DC project should comply as per the RFP.

Section X  
Annexure

## Section X - Annexure

### Consortium Criteria

In case of consortium the prime bidder must be specified by the bidder.

- The Prime Bidder (the leading bidder in case of consortium i.e.; one of the members of the consortium that is nominated as the prime bidder by all the other members of the consortium) of this consortium and shall be liable for adherence to all provisions of this Agreement.
- The consortium will draw upon human, technical and other resources of all the members during implementation and maintenance of the DC Project. The Technical Bid shall include exact details in this regard, so that a consortium is not artificially created only to improve the score in Technical Bid.
- The prime bidder can't be a partner in more than one consortium.
- In case of a consortium, applicant consortia shall have a valid Memorandum of Understanding (MoU)/ agreement (duly registered) among all the members signed by the Chief Executives/ Authorized Signatories of the companies dated prior to the submission of the bid. The MoU/ agreement shall clearly specify the stake of each member and outline the roles and responsibilities of each member. The MoU/agreement shall be exclusively for this project and shall be responsible in case of failure by any member.
- If the bidder (All members of consortium) is a national bidder it should be registered under company's act.
- The bidder (Each member of the Consortium) shall have company registration certificate, registration under labour laws & contract act, valid sales tax registration certificate, valid Service tax registration certificate and Permanent Account Number (PAN) issued by income Tax department. (Copy of each registration should be provided).
- Attested copy of the company's annual report has to be attached along with the bid. Bidder should submit an undertaking that Bidder (or any member of the consortium) is as a company/consortium and product quoted are not Black Listed by any Govt. dept. /agency in Pakistan.

**RFP**

**Annexure - I: Bidding Document Acknowledgement Form**

Dated:

To,

Commissioner (Admin),  
Sindh Revenue  
Board,  
3<sup>rd</sup> Floor Shaheen  
Complex,  
M.R. Kayani Road  
Karachi

Dear Sir,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of Five Annexure (along with their Appendices) enclosed to the "Invitation for Bid" pertaining to providing of \_\_\_\_\_ services against \_\_\_\_\_ tender no. \_\_\_\_\_.

We have noted that the closing date for receipt of the tender by the SRB is \_\_\_\_\_ at < > hrs. (IST) and opening at < > hrs. (IST) on the same day.

We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of the SRB and that the said documents are to be used only for the purpose intended by the SRB.

Our address for further correspondence on this tender will be as under:

Telex no: .....

Fax no: ..... Telephone no: .....

Personal attention of: .....

(if required)

Yours faithfully,

(Bidder)

Note: This form should be returned along with offer duly signed

**RFP**

**Annexure – II: Proforma of Bank Guarantee towards Performance Security**

**PERFORMANCE GUARANTEE**

Ref. No. \_\_\_\_\_ Bank Guarantee No \_\_\_\_\_

Dated \_\_\_\_\_

To,

Commissioner (Admin),  
Sindh Revenue  
Board,  
3<sup>rd</sup> Floor Shaheen  
Complex,  
M.R. Kayani Road  
Karachi

Dear Sir,

In consideration of SRB., having its office at 3<sup>rd</sup> Floor Shaheen Complex, M.R. Kayani Road, Karachi (hereinafter referred to as `SRB', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) after receipt of the work order dated

\_\_\_\_\_ with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and SRB having agreed that the CONTRACTOR shall furnish to SRB a performance guarantee for Pak Rupees ..... for the faithful performance of the entire CONTRACT.

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Pak Rupees. (in figures) \_\_\_\_\_ (Pak Rupees (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by SRB on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by SRB in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid,

**Sindh Revenue Board**

**RFP**

binding and operative against the bank.

3. The Bank also agrees that SRB at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that SRB may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that SRB shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in SRB against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of SRB or any indulgence by TSCA to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of SRB under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till SRB discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of SRB or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Pakistan Laws and subject to the exclusive jurisdiction of Pakistan Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Pak Rupees. (in figures) \_\_\_\_\_ (Pak Rupees (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_. (Indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of SRB under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of SRB under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this..... day of .....20\_\_at.....

**RFP**

WITNESS NO. 1

-----  
(Signature)  
Full name and official  
Address (in legible letters)

-----  
(Signature)  
Full name, designation and  
address (in legible letters)  
with Bank stamp

Attorney as per power of  
Attorney No.....  
Dated.....

WITNESS NO. 2

-----  
(Signature)  
Full name and official  
Address (in legible letters)



**Annexure – III: Preventive Maintenance Log Sheet**

<b>I.T Components Preventive Maintenance</b>														
<b>Switches</b>														
<b>TASK</b>	<b>Frequency</b>	<b>By</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Aruba	Quarterly	Vendor												
<b>Servers</b>														
<b>Storage</b>														
<b>Non-I.T Components Preventive Maintenance</b>														
<b>Air-Conditioning Units</b>														
<b>TASK</b>	<b>Frequency</b>	<b>By</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Vertiv In-Row	Quarterly	Vendor												
<b>Uninterrupted Power Supply</b>														
<b>Rack Accessories</b>														

**Annexure – IV: Monthly Dead Stock Sheet**

Monthly Deadstock
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S.no.	Date	Item ID	Item Name	Item Category	Description of Item	Deployed Area
1		VR0019	Vertiv UPS	UPS		Electrical Room

**RFP**

**Annexure – V: Complaint Log Sheet**

Complain Log Sheet											
			Complaint Received				Complaint Resolved				
S.no	Equipment/ peripheral/ component	Issue	Complainant	Date	Time	Vendor Initials	Action Taken	Date	Time	SRB Initials	Remarks
1	Vertiv UPS	No back up	Faheem	09- Sep-22			Replaced Batteries	09- Sep- 22			Vendor replaced batteries

**RFP**

**Annexure – VI: Support and Response Sheet**

Support and response matrix proforma

S.no	Equipment/ peripheral/ component	Response Time	Resolution Time	Service Levels
1	Vertive UPS	Immediate	NBD	Quarterly preventive maintenance

**RFP**

**Annexure – VII: Support Escalation Matrix Sheet**

Support Escalation Matrix
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Escalation Level	Service Affecting	Contact Point	Concerned Person	Contact Details
1st	Immediate	Support representative	Mr. xyz	XXXXXXXXXX
2nd	Two hours	Support representative	Mr. xyz	XXXXXXXXXX
3rd	Four Hours	Department Incharge	Mr. jkl	XXXXXXXXXX
4th	Six Hours	Head of the company	Mr. abc	XXXXXXXXXX

## **RFP**

### **Annexure – VIII: Abbreviations**

AAA	<i>Authentication, Authorization and Accounting</i>
ACL	<i>Access Control List</i>
ARP	<i>Address resolution protocol</i>
BGP	<i>border gateway protocol</i>
BOQ	<i>Bill of Quantity</i>
CPU	<i>Central Processing Unit</i>
DCO	<i>Data Centre Operator</i>
DHCP	<i>Dynamic Host Configuration Protocol</i>
DMZ	<i>De-Militarized Zone</i>
DNS	<i>Domain Name Server</i>
EMS	<i>Enterprise Management System</i>
FC	<i>Fiber Channel</i>
FCIP	<i>Fiber Channel over IP</i>
FTP	<i>File Transfer Protocol</i>
FAT	<i>Final Acceptance Test</i>
G2B	<i>Government To Business</i>
G2C	<i>Government To Citizen</i>
G2G	<i>Government To Government</i>
GBIC	<i>Giga Bit interface</i>
Gbps	<i>Gigabits per second</i>
GE	<i>Gigabit Ethernet</i>
GHz	<i>Giga Hertz</i>
GUI	<i>Graphical User Interface</i>
H/W	<i>Hardware</i>
HDD	<i>Hard Disk Drive</i>
HIPS	<i>Host Intrusion Prevention System</i>
HTML	<i>Hypertext Markup Language</i>
I/O	<i>Input/ Output</i>
IDS	<i>Intrusion Detection System</i>
IP	<i>Internet Protocol</i>
IEEE	<i>International electrical and electronics engineers</i>
IOS	<i>Internetwork Operating System</i>
IPS	<i>Intrusion Prevention System</i>
IT	<i>Information Technology</i>
ITIL	<i>Information Technology Infrastructure Library</i>
Kbps	<i>Kilobits per second</i>
L2	<i>Layer 2</i>
LACP	<i>Link Aggregation Control Protocol</i>
LAN	<i>Local Area Network</i>
LUNs	<i>logical unit number</i>
MAC	<i>Media Access Control</i>
Mbps	<i>Megabits per second</i>
NAT	<i>Network Address Translation</i>
NOC	<i>Network Operation and Control</i>
OEM	<i>Original Equipment Manufacturer</i>
OFC	<i>Optical Fiber Channel</i>
OS	<i>Operating System</i>
QoS	<i>Quality of Service</i>

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<i>QGR</i>	<i>Quarterly Guaranteed Revenue</i>
<i>RAM</i>	<i>Ran Access Memory</i>
<i>RDBMS</i>	<i>Relational Database Management System</i>
<i>S/W</i>	<i>Software</i>
<i>SAN</i>	<i>Storage Area Network</i>
<i>SAS</i>	<i>Secure Attention Sequence</i>
<i>SFP</i>	<i>Small Form Factor Pluggable</i>
<i>SLA</i>	<i>Service Level Agreement</i>
<i>SNMP</i>	<i>Small Network Management Protocol</i>
<i>SI</i>	<i>System Integrator</i>
<i>TB</i>	<i>Terra Byte</i>
<i>TCP</i>	<i>Transmission Control Protocol</i>
<i>VLAN</i>	<i>Virtual Local Area Network</i>
<i>VPN</i>	<i>Virtual Private Network</i>
<i>WAN</i>	<i>Wide Area Network</i>
<i>XML</i>	<i>Extensible Markup Language</i>