

**Request for Proposal  
For  
Appointment of Data Center Consultant/Project Manager  
For Creation of Infrastructure required for setting up of  
Data Centers of Tier-III Category at  
IBA City Campus and IBA at Karachi University Campus Karachi, Pakistan.**

**INVITATION FOR “REQUEST FOR PROPOSAL (RFP)”  
For Appointment of Data Center Consultant/Project Manager  
For Creation of Infrastructure required for setting up of  
Data Center of Tier-III Category at  
City Campus and Karachi University Campus, Karachi, Pakistan**

## 1. INTRODUCTION

### **1 -Introduction:**

IBA is one of the leading business institutions in Pakistan; we require building state of the art ICT data center by following TIA-942 standard. In a project to build data center physical infrastructure, a structured and standardized process provides the essential foundation for efficient project execution and a successfully deployed system. We have upgraded our technology infrastructure and we are looking for a consultant/project manager who should be certified in the same business to handle various tasks in setting up our new data center.

### **Invitation:**

IBA intends to build two ICT data centers, one at each campus; for this purpose Consultancy/ Project Management Companies with demonstrated experience in the field of building Data Center and who have built various ICT data centers, are invited to submit their technical and fee proposals not later than \_ \_ \_ \_ \_ . The companies should submit a high level work plan, with payments milestones, their company's profile, CVs of persons to be deployed on the project and details of past experience along with documentary evidences.-

Each main stage in the scope of work should be priced separately.

### **Confidentiality:**

All issued documents and information given to the companies shall be treated as strictly private and confidential whether awarded or not.

# Scope of Work

## 2. SCOPE OF WORK

### 2.1 Broad scope of work

The broad scope of work consists of providing the following deliverables.

The detailed scope of work is enumerated in 2.1.1, 2.1.2, 2.1.3 and 2.1.4 sections:

Pre RFP Stage	<p>Preparation and submission of Detailed Infrastructure Requirement Report for proposed Tier-III complied Data Center after evaluation of existing infrastructure. To prepare/suggest Pre RFP Stage execution plan for proposed data centers of both the locations at Karachi.</p> <p>Preparation of RFP document including eligibility criteria, Technical Specifications of the Support Infrastructure for Tier-III Data Center.</p>
RFP stage	Assisting in Techno commercial evaluation of the bids, selection of Vendor and assistance to IBA in making the best selection, submission of reports as and when required till selection of vendor.
Project implementation stage	Project Management and Monitoring the works of the Selected Vendor, to ensure conformity to Tier-III standards.
User Acceptance Testing and Sign-Off	Final testing, for conformity to the standards specified including warranty information and issuance of completion certificate and handing over of the site to IBA.

The bidder shall allocate a qualified and experienced Project Management Professional with internationally recognized Membership of Uptime Institute or BICSI onsite during the duration of engagement.

### 2.1.1 Pre RFP Stage

The Consultant/Project Manager shall prepare a detailed Infrastructure necessity report for the accomplishment of Data Center at two locations in Karachi. The report shall cover the following:

- Site survey and report on existing civil works at the site and propose the additional civil works required for making it suitable for the Tier-III Data Center as defined by “The Uptime Institute”.
- Cost benefits and efficiency analysis of various Technologies for HVAC, Security, Safety Systems, UPS, DG power etc for Data Center. Prepare the Data Center Infrastructure Architecture that is scalable vertically and horizontally.
- The consultant/Project Manager is expected to prepare detailed RFP document highlighting detailed specifications for various components which may broadly include and not limited to HVAC, Electrical & Data Cabling, Safety and Security Systems like fire handling, CCTV, Access control, UPS, DG etc, with Integrated management system, Civil / Interior and Electrical works with suitable layout for accommodating various functional areas like Equipment room, UPS, Office space and discussion rooms etc for the proposed Data Center.
- The detailed design documents with relevant drawings for each of the services mentioned above shall be submitted to IBA by the bidder for evaluation and confirmation.
- The Data Center Architecture Proposed and specifications contained in the RFP shall be compliant to the ISO 27001 Standard for Security.
- The RFP document prepared by the consultant should also contain the technical and commercial specifications/ documentation and Service Level Agreements.
- Business plan with details like potential market, process , cost benefit analysis, actions to be taken etc. The business plan shall be vetted/accepted by IBA .

- To support IBA in implementation of business plan, once the plan is accepted by IBA .

The Consultant/Project Manager is also required to advise and recommend on any other matter relating to the establishment of the data center at both location in Karachi.

### 2.1.2 RFP Stage

The consultant would assist IBA in floating of RFP / Tender document for all the components/ systems identified in the Pre- RFP stage, conducting pre bid conference, technical evaluation, commercial evaluation, selecting bidders, drafting (legal, W.O. agreements and SLA's etc ), finalizing of award of contract etc.

### 2.1.3 Project Implementation and Monitoring Stage

After award of contract to the Vendor, the consultants is expected to vet the project plan and milestone prepared by the vendor in order to ensure the conformity with the timelines prescribed for execution and completion of the project. The consultant is expected to visit the site locations at the time of execution, prepare inventory of components/systems delivered at site and organize testing of the same onsite as a part of the task of commissioning.

- The Consultant/Project Manager shall monitor and oversee the work of the selected vendor in the light of agreed PERT and Gantt Charts.
- The consultant /Project Manager shall submit a weekly and monthly report on the progress of the supply, implementation and deviation if any from the baseline PERT and Gantt Charts.
- Arrange weekly meetings onsite with IBA representative and all involved vendors. Preparation of issue/event log and review with IBA.
- The consultant shall support IBA , till completion of complete Data Center at both the location.

#### 2.1.4 UAT (USER ACCEPTANCE TEST ) and Sign-Off Stage

The consultant shall organize testing of the systems (Civil, electrical, UPS, DG Sets, HVAC, Safety and Security etc.) for conformity to the standards specified to meet the Standards for Tier -III and above before handing over the site along with warranty information to IBA with Tier III complaint certificate.

#### 2.1.5 Time lines for completion of project

Complete scope of work under the clause (2) above shall be completed as per the tentative time schedule given below:

S.No.	Mile stone	Deliverance program
1.	Pre RFP Stage	5 Weeks from date of issue of Purchase Order to the Consultant
2.	RFP Stage	9 Weeks from date of floating of the RFP/tender for selection of infrastructure vendor.
3.	Project	20 Weeks from date of Purchase Order to the Implementation and infrastructure Vendor Monitoring Stage
4.	UAT and Sign-off	16 Weeks from date of Purchase Order to the infrastructure Vendor

TOTAL TIME FOR THE COMPLETION OF THE PROJECT: 50 WEEKS. IN CASE THE PROJECT IS NOT COMPLETED IN TIME, PENALTY OF 0.5% PER WEEK [MAX 12 WEEKS] WILL BE APPLICABLE ON THE VENDOR ON THE RECOMMENDATIONS OF THE CONSULTANT/PROJECT MANAGER. AFTER THE MAXIMUM PENALTY LIMIT IBA WILL BE FREE TO CANCEL THE P.O/CONTARCT. THE REMAINING PART OF WORK WILL BE COMPLETED BY IBA AT THE COST OF THE VENDOR.

# Bidders Eligibility Criteria

### 3- BIDDERS ELIGIBILITY CRITERIA

The Bidder must meet all of the following eligibility requirements. Bids of non-compliant bidders may not be evaluated technically or commercially.

- i. The bidder should be a Pakistani registered] Consulting company engaged in the job of planning and design for Data Centers/ Network Operation Centers/ Data Warehouse Centers activities for minimum of 5 years as on date of RFP. Documentary evidence for this should be submitted along with the technical bid document.
- ii. The bidder should be in business for at least five consecutive years, with proven track of relevant experience. Minimum Annual turnover of at least Rs.10Cores for each year. The self-attested audited balance sheet of the agency / consultant for the last three financial years must be submitted along with the bid.
- iii. The bidder must have provided consultancy services for the successful execution of at least 5 turnkey- projects of " site and facilities preparation for Data Centers/ Network Operation Centers/ Data Warehouse Centers Infrastructure (excluding active IT Components) each of not less than 2000 sq. ft. Data Centers/ Network Operation Centers/ Data Warehouse Centers including minimum 1000sqft of server farm area during the last 3 years for implementation of Data Center/ Network Operation Centers/ Data Warehouse Centers Infrastructure, mainly consisting of, Precision AC, Fire-fighting and suppression, Access-control and CCTV, DG Set, UPS and lighting, Electrical Distribution, Security , LAN cabling and Interiors etc. The bidder must produce a satisfactory completion certificate from the customer stating that the project was implemented satisfactorily.

iv. The bidder should have well qualified and experienced Project Management Professionals with valid internationally recognized certification related to site and facilities preparation for Data Center / Network Operation Centers / Data Warehouse Centers implementation. A list of professionals proposed to be associated with the project shall be provided with the bid document. In case the proposed personnel would have to leave the bidder organization, bidder should replace with equally qualified personnel. In such cases, reserves the right to validate them

All the above Eligibility Criteria must necessarily be supported by relevant documentation such as purchase order copies, annual reports, project sign-off document, customer reference list along with contact details etc. along with the Pre-Qualification bid. The Bidder should supply and support directly. No part of the deliverables can be sub-contracted to a third party. IBA\Consultants reserves the right to reject the bid incase all the documents specified above are not available with the technical bid.

# Documents and Forms

## 4. DOCUMENTS AND FORMS

4.1 The following documents are required to be submitted along with the RFP:

- (i) A clause-by-clause compliance on IBA 's RFP requirements. In case of deviations, a statement of the deviations and exception to the provision of the requirement shall be given by the bidder. A bid without clause-by-clause compliance shall not be considered. Major deviations may result into rejection of the bid.
- (ii) Bid security in accordance with clause 12.
- (iii) Implementation methodology with details of events/ activities and expected timeframe for completion of the same.
- (iv) The undertaking of the bidder that they will enter into a Non Disclosure Agreement with us as per format given in annexure IV.
- (v) The bidder shall furnish proof of their ability to meet the objectives of the RFP.
- (vi) List of major clients and any other references.
- (vii) Income Tax and Sales Tax assessment Certificate for the last three financial years.
- (viii) Any other relevant information considered necessary for successful implementation of the proposed scope of work as per clause 2 above.
- (ix) Authorization for submitting RFP in case if the bid is submitted by any other person on behalf of the bidder.

(x) Background of the firm: -

- a) Full particulars of the constitution, ownership and main business activities of the bidder.
- b) Unabridged Annual Reports or Audited financial accounts for the last three financial years.
- c) Details of the pending litigation and contingent liabilities, if any, that could affect the performance of the bidder under the mandate, as also details of any past conviction and pending litigation against sponsors/partners, Directors etc.
- d) Details of any Consultancy work undertaken in the infrastructure sector or in projects of a similar nature.

(xi) All the information sought above and any other additional relevant information considered necessary should be submitted by bidder.

(xii) Offices details in major Cities of Pakistan (Karachi, Lahore, Islamabad)

## 4.2 CONTENT AND FORM OF RESPONSES

This section contains the table of contents for the bid response. In order to facilitate evaluation and comparison of bid responses, bidders shall submit their response in this format. A failure to do so may result in the rejection of the bid at the examination stage being non responsive. Should the Bidder have additional information to submit that cannot be encompassed by the current table of contents, additional sections may be added at the end.

### 4.2.1 Technical Bid

The Technical Bid should consist of the following information:

- A statement affirming that the eligibility criteria point wise (as per Clause 3) are met by the Bidder, which is duly signed by the Authorized signatory of the Organization.
- General information of the Bidder: Form –1
- Particulars of turn over: Form –2

- Details of staff to be deployed and associated with the project: Form –3
- Experience and track record: Form –4
- Past Consulting Experience certificate from the client: Form-5
- Profiles of key people to be involved in present consultancy: Form 6
- Necessary supporting documents where ever necessary.
- Signed copy of RFP.
- Certificates & Partnership (if any)

Form 1– General Information of the Bidder

The Registered name of the company	
Address of Registered office	
Registration Number and Registration authority	
Year of Incorporation	
Legal Status (Public or Private)	Public or Private Ltd.
Technological Collaborations	
Business Address for correspondence in Pakistan	Location: City: Zip Code: Telephone / Facsimile: Email: URL:
Name of the contact/ Authorized person	
Contact's Designation	
Contact address if different from above	
Quality Certifications (Enclose Certificates copy)	
Details of Bid Security furnished	Amount Date Bank and Branch
Other Office location in Pakistan And addresses	

Proof to be enclosed for the all of the above

Form 2– Particulars of Turnover

Functional Year	Turnover	Turnover under site and facilities Preparation for Data Centers / NOC	Net worth of the company as on 31st March
2010-11			
2009-10			
2008-09			

Note: The Particulars of Turnover in Form 2 has to be certified by company auditor or Company authorized signatory. Please attach audited balance sheets .

Form 3– Details of Staff

Name of the Bidder:		
Total no. of professional staff on pay roll of company :		
S.No.	Category	Total Staff
1.	Project Management	
2.	IT consulting (areas of Data Center infrastructure 2 design & architecture, Certified professionals etc) pls specify	
3.	Site engineers	

**Form 4– Experience and Track record in the field referred in the RFP**

A description of the company’s qualifications demonstrating experience in handling Data Center Infrastructure consultancy project end to end at the Global, National or State level. The bidder here is to highlight on the experience in specific terms of section 3 (iii) [use the format for each assignment]

<b>Name of Assignment</b>	
Name of the client/customer & contact person details	
Start date and End Date	
Current status ( if work in progress/completed-if completed than completion certificate from client need to be enclosed)	
Contract Tenure	
Number of Man Months involved	
Name of the associated partners, if any	
Order value of the project (in lakhs)	
Details of the staff involved	
Value of services (in lakhs.)	
Narrative description of scope of consulting (provide specific details of Data Center consulting experience in areas such as Civil and Electrical, HVAC, Security and Safety Systems)	

The Form 4 should be used for each assignment done and should provide Certificate of completion from authorized persons of the customer.

**FORM 5 - Profiles of key people planned to be deployed for this project**

Bidder must provide the Manpower deployment plan and resources who shall be involved in this assignment .

1. Bidder to give the profiles of key people/core members who will be involved in this assignment. This should consist of one program Manager (at least one full time), key consultants and domain experts from the areas of Data Center infrastructure-Civil and Electrical Works, HVAC, Security and Safety Systems.
2. All the resumes of the proposed team should be given in the following format only

Item	Details	Attachment reference for additional Information
Proposed position/role in this assignment( will be deployed/associated)		
Name		
Qualification		
Current job title & responsibilities		
Experience in years		
List all Tasks proposed to be assigned in this consultancy		
Summary of Professional/Domain experience		
Highlights of assignments handled and significant accomplishments		
Period of association with the present firm		
Specify whether on the rolls of the firm		
Educational Background/Training/Certifications		

Self certification by the consultant assigned & signature:

I, the undersigned certify that to the best of my Knowledge, the above information described by my firm about myself is true. I agree that any wrong statements/misrepresentation of facts about myself may lead to my disqualification, if engaged

Signature of consultant assigned: ----

Date & Place -----

Signature of authorized person of firm ---

Date & Place -----

Bidder must submit the resumes of the key managerial and technical personnel who would be deployed for this project. Once the consultants are deployed change of Personnel will not be allowed under normal circumstances. However, IBA may allow such a change in situations beyond the control of the Consultant, subject to immediate substitution with personnel of comparable qualifications and experience. All the personnel deployed on this project should be available in Pakistan for the whole duration of the assignment and shall be available to IBA on demand. However, for the removal of any person from tem/site should be informed minimum 2 weeks in advance. Also, the replacement should be deployed immediately so that the knowledge of the project can be shared/passed.

## 5. COMMERCIAL BID

The Bidder shall quote for the entire Project as a “fixed Price for the deliverables specified under Clause 2. All the commercial details should be given in the format placed in Annexure III. No other charges shall be paid to bidder other than specified in the commercial bid. In case, the bidder does not adhere to format (Annexure III), commercial bid is liable to be disqualified. Incomplete, illegible and conditional offers and not adhere to format (Annexure III), is liable to be disqualified.

## 6. COST OF DOCUMENTATION / PREPARATION MATERIAL DURING BID SUBMISSION:

IBA is not liable for any cost incurred by a Bidder in the preparation and production of any Proposal, the preparation or execution of any benchmark demonstrations, simulation or laboratory service or for any work performed prior to the execution of a formal contract.

All material submitted become the property of IBA and may be returned at its sole discretion.

## 7. CLARIFICATION ON RFP DOCUMENT:

A bidder, requiring any clarification on the RFP documents shall notify IBA immediately by e-mail / FAX to the Contact Point provided below:

**(Rehan ul Ambia Director Projects IBA Main Campus Karachi)**

Nothing in this section shall be taken or read as compelling or IBA to respond to any question or to provide information. There will be a pre-bid meeting on Dated: 14-03-2011 1400 Hrs at IBA Karachi, Pakistan.

## 7.PROCEDURE FOR SUBMISSION OF BIDS:

7.1 The Bid shall be submitted in two parts:

Part 'A': Technical / Un-priced bid

Part 'B': Financial (Commercial) / Priced bid.

The price should be quoted in Pakistan Rupees in accordance with the schedule given in Annexure-III.

7.2 The consultant shall prepare four (04) number of copies of Bid clearly marking one as 'Original Bid' and remaining as 'Copy No: 1', 'Copy No: 2' & 'Copy No. 3'. In the event of any discrepancy between the copies, the original shall govern. The original and other copies of Bid shall be typed or printed and numbered consecutively and shall be signed on each page by the consultant or a person or persons duly authorized to bind the consultant to the contract.

7.3 An electronic copy of Technical and commercial bids along with scanned images of supporting documents on CD must also be provided. Hard copy version is considered for official purposes. Any mismatch between the soft & hard copy, the hard copy would prevail.

7.4 One original and three copies of financial bid shall be submitted in separate sealed envelopes super-scribing on the sealed envelope "Price-Bid-Do Not Open". In case of any correction, the consultant shall put his signature and his stamp. Correction of any type in price schedule is not permissible.

7.5 Bid Currency -Prices shall be quoted entirely in Pak Rupees.

7.6 The Proposal and all correspondence and documents shall be written in English. All Proposals and accompanying documentation will become the property of the IBA and will not be returned. The hardcopy version will be considered as the official proposal.

Correction of errors - Bidders are advised to exercise greatest care in entering the pricing figures. No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the quotations are opened. All corrections, if any, should be initialed by the person signing the bid form before submission, failing which the figures for such items may not be considered. Arithmetic errors in bids will be corrected as follows:

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. The amount stated in the bid form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall bid price to rise, in which case the bid price shall govern.

## 8. BID SUBMISSION

Bidders shall drop their proposals in the tender box provided at the address given below.

**(Please Address official address tender drop box)**

Due date & time of submission of bids	29/03/2011	at	14:00 HRS
Due date & time of opening of bids	31/3/2011	at	11:00 HRS

## 9. LATE BIDS:

Bidders are solely responsible for timely submission of bids within the due date and time as mentioned above. Bids submitted after the due date & time will not be accepted. Any kind of delays due to transit of the bid document, etc; would not be Considered.

## 10. CLARIFICATION OF BIDS :

To assist in the examination, evaluation and comparison of RFP IBA may, at its discretion ask the bidder(s) for the clarification of its Bid. The request for the clarification and the response shall be in writing. The bidder(s) will be required to submit the required clarification within the stipulated time frame as will be indicated in the IBA letter seeking such clarification(s).

### 10.1 Bidder Presentation

Short listed Bidders may be asked to provide a presentation on the methodology proposed as a solution to the requirements of IBA. IBA is neither liable nor responsible for any costs incurred by Bidders in the preparation, submission or presentation of their proposals. All proposals become the property of the IBA.

### 10.2 Amendment of Request for Proposal

At any time prior to the deadline for submission of bids, IBA for any reason may modify the RFP by amendment notified in writing or by fax or email to all Bidders who have received this RFP and such amendment shall be binding on them. IBA at its discretion may extend the deadline for the submission of bids.

## 11. SELECTION PROCESS:

### 11.1 Evaluation of Technical Bids:-

- The Technical bids shall be opened in front of bidders at the said time and date.
- Technical bids shall be opened first and evaluated as per the document, details submitted, technical presentation etc and requirement of IBA.
- Bidders may be required to make presentations based on their proposals in the Technical bids before the technical committee of IBA.
- Technical Bids would be evaluated based on the criteria like "Experience of the bidder in the field of Data Center infrastructure creation, Track record of the bidder in the relevant field and the deployment of experienced / qualifies project management team and the methodology for the proposed assignment "totaling to 100 points".
  - Bidders need to score minimum 80 points for qualifying technically. The IBA will not evaluate the commercial part of bids of those bidder who failed to get 80 marks during their technical evaluation. Failure to meet mandatory requirements in table below will also result in disqualification.

Basis of evaluation technical bids: Table 11.1

S. No.	Description	Maximum marks
1.	Pakistani Consultancy firm [PEC registered] having expertise in IT Consultancy/ IT Advisory and Project management for at least the last 5 years. (MANDATORY REQUIREMENT)	5
2.	Minimum of 5 years' experience in ICT consultancy/ Project management both International and Local Projects.	5
3.	Annual turnover minimum 10 Crores each year during the last 3 financial years ending June 1 (MANDATORY REQUIREMENT) [	5
4.	Completed least 05 Project Managements assignments of a similar nature in design of IT systems (MANDATORY REQUIREMENT)	5
5.	Registered with Sales Tax and Income Tax Department for last 10 years (MANDATORY REQUIREMENT)	5
6.	Project Managements firm has not been blacklisted by any Government/Semi Government organization (MANDATORY REQUIREMENT)	5
7.	Project Managements firm must have office in Karachi, Lahore and Islamabad	5
8.	Delivered at least five (05) of Data Center projects successfully, either in the role of prime consultant (MANDATORY REQUIREMENT)	10
9.	Preference shall be given to the firms affiliated with Data Center certifying authority (Uptime, BICSI)	10
10.	Project Managements Firm must have gotten least two Data Centers Certified on Tier III level (MANDATORY REQUIREMENT)	10
11.	Project Management firm at least 1 RCDD and 1 CDCD for reputable international institution (MANDATORY REQUIREMENT)	10
12.	Must provide details of relevant work experience during the last three years of at least three projects involving similar nature of works	5
13.	Must have successfully audited min of three data center locally/internationally on tier level(MANDATORY REQUIREMENT)	5
14.	Must have on board ATD from Uptime (ACCREDITED TIER DESIGNER ) (MANDATORY REQUIREMENT)	10
15.	Project Management Firm Audit company for certifying the Data center should be USA or European origin (MANDATORY REQUIREMENT)	5
	<b>TOTAL</b>	<b>100</b>

\* Mandatory Requirement should comply 100% otherwise consider rejected

### 11.2 Evaluation of commercial/Financial bids.

- Financial bids of only technically qualified and short listed bidders will be opened in the presence of bidder(s) or their authorized representatives on the date & time to be announced later.

- The bidder who offers least offer (L1), may be given the work order/P.O

11.3 However, IBA reserves the right to suspend the short-listing process or any part of the process at any stage, to accept or reject any or all RFP's at any stage of the process and / or to modify the process or any part thereof at any time without assigning any reason, Without any obligation or liability whatsoever

This RFP does not constitute any form of commitment on the part of IBA Furthermore, this RFP confers neither the right nor an expectation on any Firm / Company to participate in the proposed Project.

## 12.BID SECURITY:

- a) The bidder shall furnish, as part of its bid, a bid security for an amount of Rs. 1, 00,000/- (Rupees one lakh only) valid for a period of 180 days.
- b) The bid security shall be in the form of a bank Guarantee in the enclosed format (as Annexure-I) issued by a scheduled bank in Pakistan in favor of IBA
- c) The bid not secured in accordance with Para 12 (a & b) above shall be rejected by IBA being non-responsive at the bid opening stage and returned to the bidder unopened.
- d) The bid security is required to protect IBA against the risk of bidder's conduct, which would warrant the forfeiture of the security.
- e) The bid security of the unsuccessful bidder will be returned as promptly as possible as but not later than 45 days after finalization of this RFP / award of work.
- f) The successful bidder's bid security will be discharged upon the consultant's acceptance of the purchase order and furnishing the relevant documents.
- g) Bid Security can also be paid through Pay order / Demand draft in favor of IBA for Rupees one lakh only payable at Karachi.

The bid security may be forfeited:

- i. If a bidder withdraws his bid during the period of validity specified by the bidder on the Bid form or
- ii. In the case of a successful bidder, if the bidder fails to accept the offer and furnish performance security within 21 days of award of work.
- iii. In both the above cases, i.e. (i) & (ii), the bidder will not be eligible to participate in the tender for similar works for one year from the date of issue of Purchase order. The bidder will not approach the court against the decision of IBA in this regard.

iv. IBA Ltd right to accept any Bid and to reject any or All Bids. IBA ltd reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for IBA 's action.

### 13. AWARD OF CONTRACT

#### Award Criteria

IBA will award the Contract to the successful Bidder who has qualified from eligibility criteria. IBA has a right to negotiate on price, and not necessarily award to lowest bidder.

#### Notification of award

Prior to the expiration of the period of Bid validity, IBA will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its Bid has been accepted. The notification of award will constitute the formation of the Contract. The firm order on the successful bidder will be placed upon submission of following by the successful bidder.

- Unconditional acceptance of the Purchase Order.
- Submission of Performance Bank Guarantee in the format attached as annexure-II of this RFP.
- Signing of Non Disclosure Agreement (NDA) in the format attached as Annexure-IV Upon the successful Bidder's furnishing of Performance Security, IBA will promptly notify each unsuccessful Bidder.

### 14. DELAYS IN THE CONSULTANT'S PERFORMANCE:

Contract shall be implemented by the Consultant in accordance with the time schedule specified by IBA in its Contract. In case of the non-implementation in the stipulated period, as indicated in the contract, IBA reserves the right either to short close /cancels this Contract and/or recovers liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the

Consultant and IBA reserves the right to get the work completed at the risk and cost of the defaulting consultant.

Delay by the Consultant in the performance of its contract obligations shall render the Consultant liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.

If at any time during the performance of the contract, the Consultant encounters condition impeding timely completion and performance of contract, the Consultant shall promptly notify to IBA in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Consultant notice, IBA shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 4 weeks) subject to furnishing of additional performance security by the Contactor @ 10% of the total value of the Contract

If the contract is not completed in the extended period, the contract shall be short-closed and the Performance security shall be forfeited.

## 15. LIQUIDATED DAMAGE CHARGES:

The date of submission of the final report on project implementation, commissioning and testing should be deemed to be the essence of the contract and must be completed not later than the date specified therein. Extension will not be given except in exceptional circumstances. Should, however, the submission of final report is delayed without prior concurrence of IBA the delay will not deprive the IBA of its right to recover liquidated damage 0.5 % of the value of the contract for each week of delay or part thereof subject to a maximum of 5 % once the maximum is reached, IBA may consider termination of the Contract. In the event Bidder fails to provide the Services in accordance with the Service Standard, the Bidder shall be liable for penalty as per the terms and conditions of the purchase order.

15.1 IBA is entitled to withhold (deduct) from the total consultancy price or the Performance Security the liquidated damages that have become due.

## 16. PERFORMANCE SECURITY:

1. The consultant shall furnish performance security to IBA for an amount equal to 5% of the value of the consultancy contract within 15 days from the date of issue of purchase order for consultancy.
2. The proceeds of the performance security shall be payable to IBA as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
3. The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Pakistani Bank or Reputable Insurance company (Adamjee or EFU) and in the form provided as per enclosed format as Annexure – II. This shall be held interest free by IBA.
4. The performance security Bond will be discharged by IBA after completion of the contractor's performance obligations including any warranty obligations under the contract.
5. The performance security will be forfeited in case the job is not completed to the IBA satisfactions.

## 17. PERIOD OF VALIDITY OF BIDS:

Bid shall remain valid for a period of 180 days after the date of bid opening prescribed by IBA ltd. A bid valid for a shorter period shall be rejected as non-responsive.

In exceptional circumstances, IBA may request in writing the consultant's unqualified/unequivocal consent for extension(s) to the period of bid validity. The request and the responses there-to shall be made in writing. The bid security provided under Clause12 shall also be suitably extended. The consultant may refuse the request without forfeiting his bid security. The consultant accepting the request and granting extension will not be permitted to modify his bid.

## 18. PRICES:

The Bidder shall quote a fixed price for the entire project on a single responsibility basis. The successful bidder is held responsible for the overall deliverables during the period of contract. The Contract price shall be the only payment, payable by IBA to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified in the Contract. The price would be inclusive of all taxes, duties, and charges and levies as applicable. The prices, once offered, must remain firm and must not be subject to escalation for any reason whatsoever within the period of the project.

## 19. PAYMENT TERMS:

The Payment shall be made after making necessary deductions of applicable taxes and payment schedule shall be as follows. The payment shall be done on the basis of location and work completed at each location.

S. No.	Milestone	Amount %
1	Completion of pre RFP stage	20 % of the contract value
2	Completion of RFP stage	40 % of the contract value
3	Project Management and Monitoring until the completion of the Project	30 % of the contract value
4	UAT and Sign-Off	10 % of the contract value

Note: 1. No payment shall be made if the report under pre RFP stage is not accepted by IBA.

2. All payments to the successful Bidder shall be made by IBA upon submission of invoices along with the deliverable signoff of related documents relating to this assignment and acceptance of the deliverables by IBA.

## 20. USE OF CONTRACT DOCUMENTS AND INFORMATION:

The Bidder shall not, without prior written consent from IBA disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of this assignment in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

The Bidder shall not, without prior written consent of IBA make use of any document or information made available for this assignment, except for purposes of performing the Contract. All project related document issued by IBA , other than the Contract itself, shall remain the property of the IBA and shall be returned (in all copies) to the IBA on completion of the Bidder's performance under the Contract if so required by the IBA.

## 21. FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, flood explosion epidemic, quarantine restrictions, strike, lockout or acts of god(here after referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall by reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or cease to exist. In case of any dispute, the decision of Chairman Institute Of Business Administration shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the purchaser shall be at liberty to take over from the consultant at a price to be fixed by the Purchaser, which

shall be final, all unused, undamaged and acceptable materials, bought out component and other stores in the course of materials, bought out components and other stores in the course of manufacturer which may be in the possession of the Consultant at the time of such termination, or such portion thereof as the purchaser may deem fit, except such materials, as the Consultant may, with the concurrence of the Purchaser, elect to retain.

## 22. TERMINATION FOR DEFAULT:

The IBA may, with out prejudice to any other remedy for breach of contract, by written notice of default, sent to the consultant, terminate this contract in whole or in part.

If the consultant fails to submit the report as per the scope of work within the time period (s) specified in the contract, or any extension thereof granted by IBA If the consultant fails to perform any other obligations under the contract; and If the consultant, in either of the above circumstances, does not remedy his failure within the time period of 15 days (or such longer period as the IBA may authorize in writing) after receipt of the default notice from the IBA.

## 23. TERMINATION OF INSOLVENCY

The Institute Of Business Administration may at any time terminate the contract by giving written notice to the consultant, without compensation to the consultant. If the consultant becomes bankrupt or other wise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue there after to the IBA.

## 24. TERMINATION FOR CONVENIENCE

Institute Of Business Administration by written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for its convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

## 25. ARBITRATION

In the event of any dispute or difference arising under this agreement or in connection therewith (except as to the matter, the decision to which is specifically provided under this agreement) the same shall be referred to the sole arbitration of the Chairman Institute Of Business Administration or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted ( whether in addition to his own duties or otherwise) with the functions of the Chairman Institute Of Business Administration or by whatever designation such officer may be called (herein after referred to as the said officer), and if the Chairman Institute Of Business Administration or the said officer is unable or unwilling to act as such then to the sole arbitration of some other person appointed by the Chairman Institute Of Business Administration or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act of Pakistan.

There will be no objection to any such appointment on the ground that the arbitrator is a government servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government servant he has expressed his views on all or any of the matter in disputes. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the Chairman Institute Of Business Administration or the said officer shall appoint another person to act as an arbitrator in accordance with the terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out his predecessor.

The arbitrator may from time to time with the consent of both the parties; enlarge the time frame for making and furnishing the award. Subject to the aforesaid, Arbitration and Conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this rule.

The venue of the arbitration proceeding shall be the office of the Chairman Institute Of Business Administration Karachi or such other places as the arbitrator may decide.

26. LEGAL JURISDICTION:

All legal disputes are subject to the jurisdiction of Karachi, Pakistan courts only.

27. FORE CLOSURE / RESTRICTION / DEVIATION OF CONTRACT

If at any time after acceptance of the RFP the INSTITUTE OF BUSINESS ADMINISTRATION decides to abandon or reduce the scope of the work for any reason whatsoever, the Project in-charge shall give notice in writing of the fact to foreclose or restrict the scope of work to the Consultant and the Consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the work.

28. CONFIDENTIALITY

The Bidder shall not use or disclose to any third party, except for the purpose of the observance of these terms and Conditions any confidential information of IBA Ltd. The successful bidder shall be required to sign an NDA in the format attached as Annexure-IV

29. PROGRESS OF THE PROJECT

Progress of the Project shall be intimated in writing to IBA on monthly basis by the successful Bidder. In case of delay if any, should be clearly specified by the bidder.

31. COMPLETENESS OF TENDER OFFER :

The Bidder is expected to examine all instructions, forms, terms, conditions and deliverables in the Tender Documents. Failure to furnish all information required by the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

**BID SECURITY FORM**

Whereas..... (hereinafter called “the Consultant”) has submitted its offer dated..... against RFP dated..... KNOW ALL MEN by these presents that WE..... OF..... having our registered office at ..... are bound unto IBA , Karachi. In the sum of Rs..... for which payment will and truly to be made of the said IBA , the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

- 1. If the Consultant withdraws his bid during the period of bid validity specified by the Consultant on the Bid form or
- 2. If the Consultant, having been notified of the acceptance of his bid by IBA during the period of bid validity
  - (a) Fails or refuses to execute the Contract, if required; or
  - (b) Fails or refuses to furnish the Performance Security, in accordance with the terms of E.O.I.

We undertake to pay to Institute Of Business Administration up to the above amount upon receipt of its first written demand, without Institute Of Business Administration having to substantiate its demand, provided that in its demand, IBA will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 12 of the Bid Document upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name & Signature of witness  
  
Address of witness

Name  
Signed in Capacity of  
Full address of Branch  
  
Tel No. of Branch  
Fax No. of Branch

.....  
\*\*\*\*\*

**PERFORMANCE SECURITY GUARANTEE BOND**

In consideration of Institute Of Business Administration having agreed to exempt \_\_\_\_\_ (hereinafter called ‘the said Consultant(s)’) from the demand under the terms and conditions of an agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for consultancy work of \_\_\_\_\_ (hereinafter called “the said agreement ”), of security deposit for the due fulfillment by the said consultant (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ ( hereinafter refer to as “the bank”) at the request of \_\_\_\_\_ (Consultant(s)) do hereby undertake to pay to Institute Of Business Administration an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by IBA by reason of any breach by the said consultant(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from Institute Of Business Administration by reason of breach by the said consultant(s)’ of any of the terms or conditions contained in the said Agreement or by reason of the consultant(s)’ failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of IBA in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.

3. We undertake to pay to IBA any money so demanded notwithstanding any dispute or disputes raised by the Consultant(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Consultant(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall

continue to be enforceable till all the dues of IBA under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ Institute Of Business Administration certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said Consultant(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) \_\_\_\_\_ further agree with IBA that IBA 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 Agreement or to extend time of performance by the said Consultant(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by Institute Of Business Administration against the said Consultant(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 Consultant(s) or for any forbearance, act or omission on the part of INSTITUTE OF BUSINESS ADMINISTRATION or any indulgence by Institute Of Business Administration to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We (name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of IBA in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

for \_\_\_\_\_

(Indicate the name of bank)

\*\*\*\*\*

**Price Schedule for the Commercial Bid**

Table A

S. No	Description of service	Fixed Price for the deliverables of Consultancy
1	Total Fixed price for undertaking the Consultancy Assignment in area of around _____sq.ft as specified in clause no. 2 above for Karachi.	Rs.(in Figures)----- -- ----- Rs.(in words)----- -----

Note: The price quoted shall be inclusive of all incidental charges, Taxes, OPA etc.

In case there is delay in the execution of project the cost of additional work will be arrived as follows

Cost of work for additional per week

(All Inclusive): Cost in Table A /No of weeks for which consultancy is quoted.

- The charges quoted in 1 Shall be borne by M/s IBA

The detailed scope & services of Consultant / Architect / PMC would be as under.

**Part I – ARCHITECTURE:**

1. Preparation of drawings & designs
2. Site evaluation, analysis and impact of existing and / or proposed development on its immediate environs.
3. Design and site development.
4. Electrical (including UPS & DG), Electronic, Communication Systems and Design.
5. Heating, Ventilation and Air Conditioning design (HVAC) and other mechanical systems.
6. Fire detection, Fire protection and Security Systems etc.,
7. Periodic inspection and evaluation of interior works.

## Part II- ALLIED FIELDS

1. Interior Architecture.
2. Architectural conservation
3. Graphic design and signage.

## Part III – PROJECT MANAGEMENT SERVICES

1. Day to Day site supervision, checking and passing of contractor's bills.
2. Assessment of cost over-runs/savings with every bill.
3. Preparation of deviation statements (financial) at predetermined stages
4. Develop an integrated construction schedule on MS Projects with two-week micro plans for activities covering all trades and monitor compliance.
5. Monthly reviews and recasting of schedules where necessary to make up for lost time
6. Early warning reports to contractors on potential delays.
7. Resource leveling if requested by contractors
8. Testing, commissioning and handing over of the facility
9. Monitoring performance during defects liability period and enforcing rectification of defects.
10. Recommending release/ forfeiture of securities / guarantee

Apart from the above any other relevant items if any, pertaining to the development of incubation facility shall be under the scope of consultancy.

**Mutual Non- Disclosure Agreement**

This Agreement is made as of the ----- 2011 between IBA having its registered and Corporate office at -----hereinafter called INSTITUTE OF BUSINESS ADMINISTRATION Services which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and (M/s. -----) a company having its registered office at ----- herein after called “The Bidder” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the mutual business purpose of this particular Consultancy as specified in Exhibit A (the “Business Purpose”), IBA and M/s ----- recognize that there is a need to disclose to one another certain information, as defined in Para 1 below, of each party to be used only for the Business purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party’s disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party (“ Confidential information”). Information consists of certain specifications, designs, plans, drawings and /or technical information, and all copies and derivatives containing such information, that may be disclosed to one another for and during the purpose, which a party considers proprietary or confidential (“Information”). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.

2. M/s ----- and INSTITUTE OF BUSINESS ADMINISTRATION Services hereby agreed at during the Confidentiality Period:

a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the purpose, and shall prevent disclosure of information to third parties.

b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however. That an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.

3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate

- a) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
- b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or
- c) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
- d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure and appropriate protective order; or
- e) is disclosed with the prior consent of the disclosing party; or
- f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by

the receiving party from the disclosing party under an obligation of confidence; or

- g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

4. Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any confidential information, which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party's may impose upon any such approved removal, such as conditions that the removed confidential information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential information all copies thereof.

6. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

7. Access to information hereunder shall not preclude an individual who has seen such information for the purpose of this agreement from working on future projects for the receiving party which relate to similar subject matters provided that such individual does not make reference to the information and does not copy the substance of the information during the confidentiality period. Furthermore nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know how developed by the receiving party's personnel under this agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a

disclosure or use of the information.

8. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection rights, trade secret or any other intellectual property right. **THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION.** Execution of this agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase, or sale or to enter into any additional agreement of any kind.

9. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

10. This Agreement will be construed in, interpreted and applied in accordance with the laws of Pakistan.

11. M/s. IBA has sole rights for the feasibility report submitted by M/s. -----for its use with other successful bidder for next Phase (if any). If there is any conflict between earlier clauses and this clause then this clause shall prevail.

12. That in case of any dispute or differences, breach & violation relating to the terms of the agreement. The said matter or dispute, difference shall be referred to sole arbitration of Chairman Institute Of Business Administration or any other person appointed by him. That the award of the arbitrator shall be final and binding on both parties. In the vent of such arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Chairman INSTITUTE OF BUSINESS ADMINISTRATION shall appoint another person to act as Arbitrator in place of out going Arbitrator and the person so

appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. The M/s ----- will have No Objection in any such appointment, that arbitrator so appointed is employee of INSTITUTE OF BUSINESS ADMINISTRATION. The said Arbitrator shall act under the Provisions of the Arbitrator and Conciliation Act, of Pakistan or any statutory modifications or reenactment there of any rules made thereof.

13. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other Party's written consent.

14. This Agreement will remain in effect for one year from the date of the last disclosure of Confidential Information., at which time it will terminate, unless extended by the disclosing party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by Their duly authorized officers or representatives.

(M/s-----)

(M/s IBA)

Signature\_\_\_\_\_.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_.

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

Title: \_\_\_\_\_.

Title: \_\_\_\_\_

**Exhibit A**

Business Purpose: Appointment of project development consultant for Creation of infrastructure required for setting up of Data Centre of Tier-III standard.

Confidential Information of M/s. ----- w.r.t RFP No.

Confidential information of Data Centers Karachi .

- All sites and their related information.
- All information shared in oral or in written form by INSTITUTE OF BUSINESS ADMINISTRATION with M/s -----.
- Information downloaded or taken in physical form shall be returned /destroyed after use not copied.

IBA : \_\_\_\_\_

M/s -----

Signed

Signed