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

TENDER FORM

Tender # IT/10/26-27

Supply of SANGFOR NGAF License and Support

Date of Issue	**:**	**November 12, 2026**
Last Date of Submission	**:**	**December 04, 2026 (03:00 PM)**
Date of Opening of Tender	**:**	**December 04, 2026 (03:30 PM)**

Company Name: _____

NTN: _____, SRB Registration Number: _____

GST Registration Number: _____

Pay Order / Demand Draft # _____, Drawn on Bank_____

Amount of Rs. _____, Dated: _____

Notice Invitation Tender (NIT)

Tender Notice

The Institute of Business Administration, Karachi (IBA) invites sealed bids from active taxpayers of manufacturers/firms/companies/distributors/suppliers registered with relevant tax authorities for the following tender.

Tender Title (Ref. No.)	Procedure	Bid Security
Supply of SANGFOR NGAF License and Support (IT/10/26-27)	Single Stage One Envelope	Rs. 60,000/-
Tender Fee & Dates		
Fee:	Rs. 2,000/-	
Issuance start date:	November 12, 2026, from 09:00 AM	
Issuance end date & time:	December 04, 2026, till 03:00 PM	
Submission date & time:	November 12, 2026, to December 04, 2026, from 09:00 AM to 03:00 PM	
Opening date & time:	December 04, 2026, at 03:30 PM	

Tender documents can be downloaded from the IBA and SPPRA EPADS websites. The tender fee challan to be generated from the IBA website at https://tenders.iba.edu.pk and deposited at any branch of Meezan Bank Ltd.

Tender Document/Bid (with a copy of Bid Security/Earnest Money and supporting documents) should be submitted/uploaded on SPPRA EPADS https://portalsindh.eprocure.gov.pk/.The original Bid Security along with the Original Bid (duly signed and stamped) must be delivered to IBA, Karachi on below mentioned address before bid opening schedule. Bids will be opened on the same date and venue in the presence of the bidders' representatives who may wish to attend.

Please ensure that bid security, in the form of a Pay Order or Demand Draft, is submitted in favor of 'IBA Karachi' along with the tender.

N.B. (1) IBA Karachi reserves the right to reject any bid or cancel the bidding process subject to the relevant provision of SPP Rules 2010.

(2) Only uploaded bid along with supporting documents will be accepted. In case there is a contradiction between bidder's EPADS submitted bid and manually submitted bid, bid submitted on EPADS will be considered valid for evaluation purpose.

REGISTRAR
IBA, Main Campus, Karachi University Enclave, Karachi-75270
UAN: 111-422-422, Fax: (92-21) 99261508
Contact Person: Assistant Manager Procurement on 38104700, Ext: 2150
Email: tenders@iba.edu.pk , IBA Website: https://tenders.iba.edu.pk
SPPRA EPADS Website: https://portalsindh.eprocure.gov.pk/

C O N T E N T S

1. Introduction Page 4
2. Instructions Page 5
3. Bidding Data Page 7
4. Terms & Conditions Page 8
5. Integrity Pact Page 10
6. Bidder Qualification Criteria Page 11
7. Project Objectives Page 12
8. Bill of Quantity Page 12
9. General terms of Contract Page 14

1. Introduction

Dear Tenderer:
Thank you, the interest you have shown in response, to the IBA's advertisement which has floated in IBA & SPPRA EPADS websites and leading newspapers on November 12, 2026, to "Supply of SANGFOR NGAF License and Support".

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

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

Please contact Assistant Manager Procurement on 38104700 ext: 2150 for any information and query

Thank you.

-sd-
Registrar

2. Instructions

(a) Sign & Stamp

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

(b) Filling of Tender Form

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

(c) Collection of Tender

You can collect the Tender Document from the office of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from November 12, 2026, to December 04, 2026, during working 09:00 AM to 03:00 PM or download directly from EPADS or IBA website.

(d) Tender Number

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

(e) Communication

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

Contact Person (IBA):	Assistant Manager Procurement Institute of Business Administration, Main Campus, University Enclave, Karachi
Tel #:	021 38104700; Ext: 2150
Email:	tenders@iba.edu.pk

(f) Submission of Documents and Address

Separate envelopes clearly labeled for 'Original Document', 'Copy' and 'Bid Security' must be submitted on or before last date to submit the tender documents. Tender Document can be dropped by hand or courier in Tender Box placed at the Security Office, main gate no. 4, IBA Main Campus, University Enclave, Karachi by the last date indicated for submission. **Tender Document received by fax or email will not be accepted.**

Stamp & Signature

(g) Submission of Tender

The complete tender document should be submitted latest by 03:00 PM on December 04, 2026, on EPADS SPPRA and also dropped the same complete tender document (hard copy) in tender box at Security Office, main gate no. 4, IBA Main Campus, University Enclave, Karachi.

(h) Date of Opening of Tender

Bid will be opened on December 04, 2026, at 03:30 PM at Office of the Head of Procurement, IBA Main Campus, in the presence of representative bidders who may care to attend.

(i) Rights

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

(j) Location of Deliveries

Supply and services will be delivered at IBA Store Main Campus, University Enclave, Karachi. IBA not liable to pay any Custom duty, Levies, Taxes, Demurrage or any other charges, Warehousing, Logistics etc.

Stamp & Signature

3. Bidding Data

(a) Name of Procuring Agency: Institute of Business Administration, Karachi.

(b) Brief Description of Works: Supply of SANGFOR NGAF License and Support.

(c) Procuring Agency's address: Main Campus, University Enclave, Karachi.

(d) Amount of Bid Security: Bid Security of Rs. 60,000/- must be submitted along with Tender Documents in the shape of PAY ORDER / DEMAND DRAFT only in the name of the Institute of Business Administration, Karachi.

(e) Period of Bid Validity (days): Ninety (90) Days.

(f) Deadline for Submission of Bids along with time: The last date of submitting the Tender Document is December 04, 2026, by 03:00 PM on SPPRA EPADS portal. The tender will be opened on the same day at 03:30 PM in the presence of representatives who may care to attend.

(g) The Venue, Time, and Date of Bid Opening: The Tender will be opened on December 04, 2026, at 03:30 PM at IBA Main Campus, University Enclave, Karachi in the presence of representatives who may care to attend.

(h) Time for Completion from written order of commencing: Four (4) weeks after issuance of Letter of Intent/Acceptance.

(i) Liquidity damages: Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed license activation.

(j) Deposit Receipt No: _____ **Dated:** _____

Amount (in words and figures):_____

Pay Order / Demand Draft #: _____**, Amount: Rs** _____

Drawn on Bank: _____**, Dated:** _____

_____

Stamp & Signature

4. Terms & Conditions

a) Bid Security

Bid Security of Rs. 60,000/- in the shape of a bank draft / pay order in the name of "**Institute of Business Administration**" Karachi, must be submitted along with the tender documents.

b) Performance Security

Successful bidder should provide 5% Performance Security of total value of Purchase Order / Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security hold for one year beyond the Date of Delivery.

c) Validity of the Tender

All proposal and prices shall remain valid for a period of 90 days from the closing date of the submission of the proposal. However, the Manufacturer / firms / companies / distributors / suppliers is encouraged to state a longer period of validity for the proposal.

d) Currency

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

e) Ownership

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

f) Arbitration and Governing Law

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

g) Acceptance of Tender

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

h) Support Capabilities

The Manufacturer / Firms / Companies / Distributors / Suppliers should indicate the support capabilities for all the hardware and software provided during the course of the warranty.

Stamp & Signature

i) Compliance to Specifications

The manufacturer/firms/companies/distributors/suppliers shall provide information as per requirements given in BoQ. However, manufacturer / firms / companies / distributors / suppliers can submit multiple solutions. Manufacturer/firms/companies/distributors/suppliers may not propose / supply any kind of refurbished/pirated hardware/software equipment's / components in their proposals.

j) Cancellation

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

k) Invoice

Invoice / bill should be submitted to Purchase Department.

l) Stamp Duty

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

m) Delivery Time

All Licenses mentioned in the BoQ, should be renewed within 4 weeks after issuance of the Letter of Acceptance/Intent.

n) Payment Terms

100% payment after verified activation of the licenses as mentioned in BoQ. All payments shall be released after submission of commercial invoice within 30 working days.

Stamp & Signature

5. Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc payable by the manufacturer/supplier/distributor works;

M/s. _____, the manufacturer / supplier / distributor hereby declares that:

(a) Its intention not to obtain the Provide & Supply/work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).

(b) Without limiting the generality of the forgoing the manufacturer/supplier/distributor represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the Provide & Supply t or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.

(c) The manufacturer/supplier/distributor accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contact, or other instrument, be stand void at the discretion of the IBA.

(d) Notwithstanding any right and remedies exercised by the IBA in this regard, manufacturer/supplier/distributor agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/supplier/agency/service provider as aforesaid for the purpose of obtaining or inducing Provide & Supply/work/service or other obligation or benefit in whatsoever from the IBA.

Note:

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

Stamp & Signature

6. Bidder Qualification Criteria

S.No.	Mandatory Eligibility Criteria	Remarks Yes / No	Required Supporting Documents
1.	Relevant experience of at least last three (03) years		One Relevant Purchase Order/Contract of each year.
2.	Last 3 years' turnover with a minimum of 06 million (per year) on average.		Audited Financial Statement and Annual Income Tax Return of last three years.
3.	Active Income Taxpayer at the time of submission of the bid.		NTN and STRN registration certificates.
4	Active Sales Taxpayer		Copy of Last month's Sales Tax & Services Tax return.
5	Original Equipment Manufacturer (OEM) or authorized agent/partner/sole distributor.		Authorized Certificate

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

Stamp & Signature

7. Project Objectives

Institute of Business Administration, Karachi (IBA) requires 'Supply of SANGFOR NGAF License and Support for 01 year, which includes.

1. Software licence subscription for 01 year.
2. Technical support and upgrade for 01 year.
3. Upgrade licence for 24 x 7 x 365 for 01 year.

8. Bill of Quantity

S.No.	Product Code	Product Type	Product Name	DESCRIPTION	UoM	Qty	Unit Price
1	M5400-F-I	Software	PM-54-1Y	M5400-F-I, Premium Bundle (SSL VPN, Site-to-Site IPsec VPN, Stateful Firewall, Bandwidth Management, URL Filtering, Application Control, IPS, Botnet Prevention, Email Security, SOC Lite, Basic Security Reporter, Engine Zero, Neural-X), 1 Year.	Suite	1	
		Service	STS54-1Y	M5400-F-I, NGAF Software Upgrade,24*7 Technical Support Services, 1 Year.	Year	1	
		Service	HRTF54-1Y	M5400-F-I, NGAF, Return to Factory (5Business days ship after receipt), 1 Year.	Year	1	
2	M5300-F-I	Software	WAFL53-1Y	M5300-F-I, Web Application Firewall Module, support Signature-based protection, Semantic Engine, Application Hiding, HTTP Anomalies Detection, Vulnerability Scanner, Advanced Security Reporter, 1 Years.	Suite	1	
		Software	PM-53-1Y	M5300-F-I, Premium Bundle (SSL VPN, Site-to-Site IPsec VPN, Stateful Firewall, Bandwidth Management, URL Filtering, Application Control, IPS, Botnet Prevention, Email Security, SOC Lite, Basic Security Reporter, Engine Zero, Neural-X), 1 Year.	Suite	1	
		Service	STS53-1Y	M5300-F-I, NGAF Software Upgrade,24*7 Technical Support Services, 1 Year.	Year	1	
		Service	HRTF53-1Y	M5300-F-I, NGAF, Return to Factory (5Business days ship after receipt), 1 Year.	Year	1	
				Total Amount without Tax in PKR			
				15% SST			
				Grand Total Amount with All Taxes in PKR			

Total Amount Rupees (in words) _____

_____

Stamp & Signature

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

M/s _____

Contact Person_____

Address_____

Tel #_____Fax _____

Mobile_____email_____

_____

Stamp & Signature

9. General Conditions of Contract

Supply of SANGFOR NGAF License and Support

THIS AGREMENT is executed at KARACHI, on this day _____, 2026.

BETWEEN

M/s. Institute of Business Administration, Karachi through its Registrar, located at Main Campus, University Enclave, Karachi, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

AND

M/s._____, having its office at _____, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assign), through its proprietor Mr./Ms._____, holding CNIC No. _____ on the SECOND PART.

WHEREAS "IBA" intends to obtain Supply of SANGFOR NGAF License and Support vide tender # IT/10/26-27 (IBA requirement) up to the satisfaction and handing over the material(s) to the "IBA" having accepted the offer in a finished form complete in all respect.

NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

"IBA" hereby offers to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Supply of SANGFOR NGAF License and Support". "THE SUPPLIER" hereby agrees to the offer of the "IBA" in acceptance of the terms and conditions herein below forth.

Article I
DUTIES & SCOPE OF WORK

1.1 This service includes, the "Supply of SANGFOR NGAF License and Support", discussions with "IBA" before the determination of scope of services with any/all other relevant details for presentation to "IBA".

1.2 "THE SUPPLIER" agrees to provide any/all kind of Services(s) & Work(s) of Supply of SANGFOR NGAF License and Support to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.

1.3 "THE SUPPLIER" will coordinate their work with Manager IT, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed 'Supply of SANGFOR NGAF License and Support'.

1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.

1.5 "THE SUPPLIER" will visit the Purchase Office located at Main Campus, University Enclave, University Road, Karachi as & when required with prior appointment.

1.6 All logistic charges will be borne by "THE SUPPLIER".

1.7 "THE SUPPLIER" shall be responsible to provide hardware/software support with parts.

1.8 Support from the Senior Hardware/Software Engineers shall be available from the company in solving and troubleshooting the problems if IBA Karachi needs any guidelines.

1.9 If the problem is not solved within agreed timeframe according to the severity level, thereafter, the Company shall provide a backup unit/replacement.

1.10 "THE SUPPLIER" shall be bound to monitor the maintenance and repair work and furnish complete report to IBA authorities as per SLA on monthly basis or according to the requirement of the IBA authorities.

1.11 Maintenance contract shall be with parts (without consumable parts), services and labor.

1.12 Service of all the equipment shall be carried out. Service plan shall be discuss with IBA authorities before its execution. Plan provided by IBA authorities.

1.13 All faulty parts of are covered under this agreement replace with OEM/COMPATIBLE parts.

1.14 No dispute rises regarding the replacement of faulty parts from company except consumable (Accessories are compatible with 3 months warranty) items under this agreement.

1.15 "THE SUPPLIER" must provide backup units if original equipment requires repair. If "THE SUPPLIER" fails to do so, a penalty @ 2% of total contract amount per day, until backup unit is delivered to IBA, or original unit is returned to IBA after performing required maintenance / replacement on the part or machine as a whole.

1.16 All equipment to be covered under this SLA shall be inspected by the "THE SUPPLIER", before signing this agreement, to ensure that operating conditions of the equipment are duly fulfilled.

Article II
SCOPE OF PROFESSIONAL SERVICES

2.1 "THE SUPPLIER" will provide 'Supply of SANGFOR NGAF License and Support' at IBA Main Campus, University Enclave, University Road, Karachi.

2.2 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Supply of SANGFOR NGAF License and Support in accordance with the description & specification.

2.3 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.

2.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.

2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.

2.6 "THE SUPPLIER" accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty.

2.7 This Agreement shall be in effect from _____, 2026 to _____, 2027 and subject to "THE SUPPLIER" inspection of the equipment to ensure that they are in working order.

2.8 "THE SUPPLIER" will ensure the following:

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

(b) Performance Goals
   (i) _____ Hrs Response Time.

(c) Performance Measures
   (i) IBA can request other performance measures apart from the above which may be negotiated on a case by case basis.

(d) Performance tests and adjustments.

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

(f) The scope of the project is to Supply of SANGFOR NGAF License and Support as requested in BOQ.

(g) Responsible to respond to events on urgent basis as per SLA mention in this SBD.

(h) Maximum response time should be less than 04 (four) hours of the time the complaint is logged.

(i) Any value-added service bundled with no impact on the BOQ, service level, shall be acceptable.

(j) "THE SUPPLIER" will sign a Service level agreement (SLA) for a period of one year, extension of which shall be dependent on satisfactory performance for the previous year(s).

(k) "THE SUPPLIER" must have team of technically qualified staff on payroll for providing support & maintenance services.

Article III
REMUNERATION

3.1 The charge(s)/cost(s) offered by "THE SUPPLIER" is Rs. _____/- total for one year (inclusive of all taxes) 'Supply of SANGFOR NGAF License and Support', variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;

3.2 Payment Terms

100% payment after verified activation of the licenses as mentioned in BoQ. All payments shall be released after submission of commercial invoice within 30 working days.

3.3 Liquidated Damages

(a) In case of breach of SLA calculation will be done as per table below and IBA reserves the right to impose a penalty not exceeding 10% of the total amount of the contract at the rates prescribed in (Service Level Agreement) on the invoiced amount to each violation of SLA.

(b) If the work is not executed according to the satisfaction of IBA, IBA reserves the right to reject it altogether with serving 15 days prior notice.

(c) In case of delay in service provisioning Liquidated Damages will be Calculated and imposed as per following table;

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

3.4 Performance Security 5% of total amount of Letter of Intent/Acceptance or Purchase Order will be provided by "THE SUPPLIER".

3.5 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by "THE SUPPLIER". This paid Stamp Duty challan would be submitted along with the Bill / Invoice.

3.6 Tax(es)/Challan(s)/Levy(ies), if any or additional (other than sales/service tax) will be paid/borne by "THE SUPPLIER" as per SRO/Notification.

Article IV
ANNUAL SUPPORT & MAINTENANCE TERMS

4.1 The Annual Agreement of Supply of SANGFOR NGAF License and Support shall include the following activities;

a. 01 year maintenance and support for all the items listed in BoQ.
b. The Bidder will be required to undertake SLA of Supply of SANGFOR NGAF License and Support and Maintenance.
c. The bidder will be required to ensure that maintenance personnel are readily available as and when required by the IBA.
d. Back to back support for items mentioned in the BOQ from the principal.

Article V
FUTURE DEVELOPMENTS AND UPGRADES

5.1 "THE SUPPLIER" shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.

5.2 Any additional requirements requested by IBA will be subject to mutually agreed additional charges based on the complexity of the requirements and/or changes.

Article VI
DATA PROTECTION

6.1 In addition to and notwithstanding any other right or obligation arising under this Agreement "THE SUPPLIER" shall (and shall ensure that its sub-contractors shall) take all appropriate technical and organizational security measures to ensure that any or all Data is protected against loss, destruction and damage, and against unauthorized access, use, modification, disclosure or other misuse, and that only "THE SUPPLIER's" personnel designated for the purpose of Services have access to the Data.

6.2 "THE SUPPLIER" shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:

(a) comply with any request made or direction given by IBA in connection with the requirements of any Data Protection Laws; and not do or permit anything to be done which might jeopardize or contravene the terms of any registration, notification or authorization under the Data Protection Laws; and not process any Data (including personal or private information of personnel, IBA's or IBAs of IBA) as part of the Services unless it is acting on the express written instructions of IBA, and such Data shall be treated as Confidential Information of IBA for the purpose of this Agreement; and

(b) use the Data only for the purposes of fulfilling its obligations under this Agreement and to comply with instructions of IBA from time to time in connection with use of such Data, and not retain the Data for any longer than is necessary for these purposes; and

(c) not disclose the Data without the written authority of IBA (except for the purposes of fulfilling its obligations under this Agreement), and immediately notify such member where it becomes aware that a disclosure of Data may be required by law; and not transfer Data which has been obtained by or made available to "THE SUPPLIER" within one country outside that country, or allow persons outside that country to have access to it, without the prior written approval of IBA; and

(d) observe the provisions of, and comply with any request made or direction given by IBA in connection with, any Data Protection Laws; and

(e) take all reasonable steps to ensure the reliability of the personnel which will have access to any Data and ensure that any employee of "THE SUPPLIER" (or of any of THE SUPPLIER's sub-contractors) requiring access to any data gives a written undertaking not to access, use, disclose or retain the Data except in performing their duties of employment and is informed that failure to comply with this undertaking may be a criminal offence and may also lead "THE SUPPLIER" (or, as the case may be, sub-contractor) to take disciplinary action against the employee; and

(f) consider all suggestions by IBA's personnel to ensure that the level of protection provided for the Data is in accordance with this Agreement and to make the changes suggested (at THE SUPPLIER's cost) unless "THE SUPPLIER" can prove to IBA's reasonable satisfaction that they are not necessary or desirable to ensure ongoing compliance with this Clause.

(g) Immediately notify IBA when it becomes aware of a breach of this Clause.

(h) "THE SUPPLIER" acknowledges that any unauthorized access, destruction, alteration, addition or impediment to access or use of that Data when stored in any computer, or the publication or communication of any part or document by a person which has come to his knowledge or into his possession or custody by virtue of the performance of this Agreement (other than to a person to whom "THE SUPPLIER" is authorized to publish or disclose the fact or document) may be a criminal offence.

Article VII
SUPPLIER'S RESPONSIBILITIES

7.1 "THE SUPPLIER" will make all reasonable endeavors to provide the "Response Time" stated in the schedule and to perform the aforesaid Repair and Maintenance Services at IBA, Karachi. In case of unavoidable delays, all legitimate efforts will be made to reduce equipment down-time.

7.2 Response time will be 4 hours via telephone, email or engineer visit.

7.3 Engineer's visit time will be 09:00 AM to 04:00 PM during business hours.

Article VIII
SUPPLIER'S OUT OF SCOPE RESPONSIBILITIES

8.1 Burnt / damaged parts replacement.

8.2 In terms of damage SUPPLIER's Engineer will inform IBA Staff at his premises and in terms of burnt report will share IBA within 02 working days.

8.3 Burnt and damaged parts would be replaced after IBA's approval and charged separately.

Article IX
SERVICES / OBLIGATIONS OF THE SUPPLIER

9.1 The following section provides a detailed list of the Standard Services that are to be delivered to the Client under the terms of this Agreement.

9.2 It is hereby specifically agreed between the Parties that during the currency of this Agreement, and any renewal thereof, SUPPLIER shall be responsible for parts replacement and installation, of all or any parts (under warranty) of the Equipment which are or become defective, malfunction, or breaks down. The equipment will not be covered if there is any burning or physical damage which voids the manufacturer warranty.

9.3 Under this agreement hardware/software under manufacturer warranty will be covered as mentioned in this agreement. Application software/ signature and OS update/upgrade or data backup as mentioned in BoQ is also covered.

9.4 Under this agreement any hardware/software becomes faulty, will be replaced by SUPPLIER provided backup to operational the environment within next business day or as per mutually agreed timeline.

9.5 If SUPPLIER is required to replace any equipment which is not repairable or damaged or not covered under warranty, then SUPPLIER will submit an estimated cost for approval from Client. Client will be required to provide an approval or purchase order within 15 days.

9.6 The SUPPLIER will be providing a centralized 24/7 Service Desk facility to log calls for servicing with a dedicated resource for Client Calls. Kindly refer to the attached Call Logging procedure document which provides detailed description of how to log a call and its working.

Article X
Operations & Maintenance (O&M) Support

10.1 The following shall be provided to IBA.

Number of Months	Service description

12 months x 01	**24x7x4** THE SUPPLIER will provide O&M support to IBA with its shared pool of resources On-Call basis. THE SUPPLIER will provide the mobile phone numbers of the concerned technical persons and escalation. THE SUPPLIER concerned technical personnel will reach the site / remote login / VPN /Telnet for trouble shooting the problem registered through support call logging procedure. During the O&M, SUPPLIER concerned personnel/ Help Desk Support System will update the logged call by IBA staff. In case the concerned engineer cannot resolve the reported incident, the support system will automatically engage the next level of support. **Support Levels Description:** **Level 1:** THE SUPPLIER engineer will provide telephonic support for minor issues and general queries of IBA. **Level 2:** THE SUPPLIER engineer will try to resolve the problem remotely and if required will visit the site for onsite intervention. If the problem is not resolved at this level, then it would be escalated to Level 3. **Level 3:** THE SUPPLIER engineer will engage Subject Matter Expert (SME) at Level 3 to remotely rectify the problem. SME will remote login / VPN /Telnet the equipment for trouble shooting the problem. If required, SUPPLIER Technologies engineer will open TAC case and engage support till the rectification of the problem. Business critical issues will be analyzed by the concerned technical personnel and will be communicated to IBA through the Help Desk / SUPPLIER personnel.

Article XI
Call Logging System

11.1 To lodge a complaint CUSTOMER can contact SUPPLIER's Support desk by phone or by email, once complaint is logged.

Email: _____

Call at: _____ Ext. _____

Non-Working Hours / Holidays:

Name: _____
Number: +92 _____
Email:_____

11.2 Reporting Service Call While reporting a service call a user/manager must provide following information to THE SUPPLIER's helpdesk in order to log a service call:

(a) Username, Contact Numbers.
(b) Model and serial number of machines / devices.
(c) Brief description of the problem and symptoms.
(d) Ask for Call Log "Ticket Number

i. Based on its expertise and knowledge The SUPPLIER has categorized all problems in 3 levels of problems i.e. Severity Level 1, Severity Level 2 and Severity Level 3 (level 3 being the least severe). Each Severity Level corresponds to a specific response time by specific predefined resource / team. This response time varies as per Escalation Level of that problem at that given time.
ii. Incase IBA informs the SUPPLIER of any problem regarding the network via helpline or by informing related contact person (mobile number provided in escalation matrix) it is registered on The SUPPLIER ticketing tool. This tool then keeps track of the problem and escalates it as per predefined structure till it gets resolved. The tool also keeps a record of historical tickets.
iii. The SUPPLIER support structure defines problem escalation process based on global best practices as presented in the Problem Escalation Matrix (refer to 'Problem Escalation' section). As per the severity level, each problem is escalated to the next level in case support team at previous level failed to resolve the problem within predefined timelines.

Hours of Coverage

THE SUPPLIER will provide maintenance and support for 24x7 Basis.

Response Time

Response time to incidents reported would be as follows:

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

Severity Levels

THE SUPPLIER and concerned IBA personnel will determine and assign the severity of reported issue / case in accordance with the following definitions:

SEVERITY LEVEL 1 (S1)

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

SEVERITY LEVEL 2 (S2)

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

SEVERITY LEVEL 3 (S3)

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

Article XII
ARBITRATION

12.1 In case of any dispute, difference, or question which may at any time arise between the parties hereto or any person under them, arising out of or in respect of this Letter of Intent or the subject matter hereof, the same shall be referred to and finally resolved by arbitration under the Arbitration Act, 1940, as amended from time to time. The arbitration shall be administered in accordance with the rules and procedures of the Alternative Dispute Resolution International Center (ADRIC) at the Institute of Business Administration (IBA), Karachi.

12.2 The arbitration shall be conducted by a sole independent arbitrator mutually agreed upon by the parties. If the parties fail to agree on an arbitrator within fifteen (15) days of a written request by either party, the arbitrator shall be appointed in accordance with the rules of the ADRIC. The seat and venue of arbitration shall be Karachi, Pakistan, and the proceedings shall be conducted in the English language. The substantive and procedural laws of Pakistan shall apply. Subject to the foregoing, the parties agree that the courts at Karachi shall have exclusive jurisdiction.

Article XIII
FORCE MAJURE

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

Article XIV
RENEWAL

14.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year if the IBA, Karachi and THE SUPPLIER agree so.

14.2 Initial contract is for one year, which can be extended to further year/s, based on the bidder performance. However, Terms & Conditions of the agreement would remain same.

Article XV
TERMINATION

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

Article XVII
INDEMNITY

16.1 "THE SUPPLIER" in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE SUPPLIER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SUPPLIER" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

Article XVII
NOTICE

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

Article XVIII
INTEGRITY PACT

18.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).

18.2 Without limiting the generality of the forgoing THE SUPPLIER, represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.

18.3 THE SUPPLIER, accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contact, or other instrument, be stand void at the discretion of the IBA.

18.4 Notwithstanding any right and remedies exercised by the IBA in this regard, THE SUPPLIER, agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the

loss of any commission, gratification, bribe, gifts, kickback given by THE SUPPLIER, as aforesaid for the purpose of obtaining or inducing procurement /work/ service or other obligation or benefit in whatsoever from the IBA.

Article XIX
MISCELLANEOUS

19.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.

19.2 The validity of the contract will be effective from _____ to _____.

19.3 All terms and conditions of tender vide # IT/10/26-27 will be the integral part of this agreement and can't be revoked.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

IBA, Karachi	M/s.
Name: _____	Name: _____
CNIC # _____	CNIC # _____
Address:	Address:
Registrar,	_____,
Institute of Business Administration	_____
Main Campus, University Road, Karachi	_____

WITNESS:

1.	**2.**
IBA, Karachi	M/s. _____
Name: _____	Name: _____
CNIC # _____	CNIC # _____
Address:	Address:
Associate Registrar,	_____
Institute of Business Administration,	_____
Main Campus, University Road, Karachi	_____

Focal Person IBA

_____