

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

TENDER FORM

Tender # IT/22/21-22 Provide & Supply Network Switches

Date of Issue : April 12, 2022
Last Date of Submission : April 28, 2022 (12:00 PM)
Date of Opening of Tender : April 28, 2022 (12:30 PM)

Company Name: _____

NTN: _____, SRB Registration Number: _____

GST Registration Number: _____

Pay Order / Demand Draft # _____, Dated: _____

Amount of Rs. _____, Drawn on Bank: _____

Notice Invitation Tender (NIT)

Tender Notice

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

Tender Title (Ref. No.)	Procedure	Bid Security
Provide & Supply Network Switches (IT/22/21-22)	Singe Stage One Envelope	2%
Tender Fee & Dates		
Fee: Rs. 2,000/- Issuance start date: April 12, 2022 at 9 AM Issuance end date & time: April 28, 2022 at 12 NOON Submission date & time: April 12, 2022 to April 28, 2022 from 9 AM to 12 NOON Opening date & time: April 28, 2022 at 12:30 PM		

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

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

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

REGISTRAR

IBA, Main Campus, University Enclave, Karachi 75270

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

Contact Person Sr. Executive Procurement on 38104700 ext: 2152

Email tenders@iba.edu.pk Website <https://www.iba.edu.pk/tenders>

CONTENTS

1. Introduction	Page 4
2. Instructions	Page 5
3. Bidding Data	Page 7
4. Terms & Conditions	Page 8
5. Integrity Pact	Page 11
6. Project Summary	Page 12
7. Scope of Work	Page 12
8. Bidder Qualification Criteria	Page 12
9. Bill of Quantity & Technical Specification	Page 13
10. General Conditions of Contract	Page 15

1. Introduction

Dear Tenderer:

Thank you for the interest you have shown in response, to the IBA's advertisement which has floated on IBA & SSPRA websites and leading newspapers on April 12, 2022, to "Provide & Supply Network Switches".

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 over time.

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

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

Thank you.

-sd-

Registrar

2. Instructions

a. **Sign & Stamp**

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

b. **Filling of Tender Form**

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

c. **Collection of Tender**

You can collect the Tender Document from the office of the Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from April 12, 2022, to April 28, 2022, during working 8:30 AM to 12:00 NOON.

d. **Tender Number**

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

e. **Communication**

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

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

Stamp & Signature

f. Submission of Documents and Address

Separate envelopes clearly labelled for 'Original Document' and 'Bid Security' must be submitted on or before the last date to submit the tender documents. Tender Documents can be dropped in Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi till 12:00 NOON on April 28, 2022. **Tender Documents received by fax or email will not be accepted.**

g. Date of Opening of Tender

The bid will be opened on April 28, 2022, at 12:30 PM in presence of representative bidders who may care to attend.

h. Rights

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

i. Location of Deliveries

The material will be delivered at IBA Store Main Campus, University Enclave, University Road, Karachi.

j. Clarification / Proof

Please submit copies of certificates of registration with the Sales Tax and Income Tax departments. The manufacturer/firms/companies/distributors/suppliers should also provide copy(ies) of the certificate(s) etc. as proof of their claim.

k. Bidder's Responsibility

Bidder shall be responsible for transportation of complete consignment to IBA, Karachi premises. This would include cost of labour for unloading consignment to the designated warehouse. Labour will be provided by the bidder.

Stamp & Signature

3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of the procurement:** Provide & Supply Network Switches.
- (c) **Procuring Agency's address:** Main Campus, University Enclave, Karachi.
- (d) **Amount of Bid Security:** Bid Security of 2% of the total amount/cost will be submitted along with Tender Documents in the shape of PAY ORDER / DEMAND DRAFT only in the name of the Institute of Business Administration, Karachi.
- (e) **Period of Bid Validity (days):** Ninety Days.
- (f) **Deadline for Submission of Bids along with time:** The last date to submit the tender document in a sealed envelope is April 28, 2022, by 12:00 NOON in the tender box placed at gate no. 04, IBA Main Campus, University Enclave, Karachi.
- (g) **The venue, Time, and Date of Bid Opening:** The tender will be opened on April 28, 2022, at 12:30 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:** 08 weeks from the issuance of Purchase/Work Order.
- (i) **Liquidity damages:** In the event of delay in delivery at supplier fault, the supplier shall inform the purchaser before the expiry of such period giving reasons or justification for delay. However, the purchaser reserves the right to take the following actions:
- i. Evaluate the request for extension in the delivery period as per its merit and may consider extension in the delivery period or otherwise.
 - ii. May cancel the contract.
 - iii. Liquidated damages (if imposed) will be recovered at the rate of up to 2% per month and shall not exceed 10% of the total value of the contract.
- (j) **Contract Agreement:** Contract Agreement shall be assigned to the successful bidder on Stamp Paper comprising stamp duty of 0.35% (converted amount in PKR) of the total value of the Bid offered in response to the tender. Stamp duty will be paid by the bidder.
- (k) **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, in the shape of a bank draft/pay order in the name of “**Institute of Business Administration**” Karachi, equivalent to 2% (converted amount in PKR) of the total cost of bid, should 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 shall extend at least three months beyond the Date of Delivery/Completion of the contract.

c. Validity of the Tender

All proposals and prices shall remain valid for 90 days from the closing date of the submission of the proposal. However, the Manufacturer/Firm/Company/Distributor/Supplier 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 under this tender shall be governed by and construed following the laws of Pakistan. The IBA and all Manufacturers/Firm/Company/Distributor/Suppliers responding to this tender and parties to any contract executed according 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 a demo unit that the supplier quoted in the tender. After the final inspection of the unit, the decision will be made.

h. Support Capabilities

The Manufacturer/Firm/Company/Distributor/Supplier should indicate the support capabilities for all the hardware and software provided during the warranty.

Stamp & Signature

i. Compliance to Specifications

The Manufacturer/Firm/Company/Distributor/Supplier shall provide information as per requirements given in BoQ. However, Manufacturer/Firm/Company/Distributor/Suppliers can submit multiple solutions. Manufacturer/Firm/Company/Distributor/Supplier may not propose/supply any kind of refurbished hardware equipment/components in their proposals.

j. Cancellation

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

k. Invoice

Invoice/bill should be submitted to Purchase Department.

l. Stamp Duty

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

m. Delivery Time

04 to 08 weeks from the Purchase/Work Order.

n. Payment Terms

100% of total amount will be made after 30 days of complete delivery with satisfactory inspection as per Bill of Quantity.

o. Inspection/Testing

Head of Procurement in the coordination of technical department will inspect the items as per specifications after arrival at Stores and will carry out necessary testing of equipment and render a Certificate of Correctness.

Material of this order is subject to final inspection from the Competent Authority Technical Team at the time of delivery.

p. Secrecy & Confidentiality

All stakeholders will be responsible to maintain secrecy/ confidentiality of information /Data shared during all stages of Bidding/ Contract.

q. Packing & Transportation

All Equipment shall be individually packed in standard packing provided by the manufacturer for onwards transportation and delivery. Any item damaged during transportation will be replaced by the bidders at their own cost.

Stamp & Signature

r. Default

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

s. Force Majeure

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

t. Increase in Price

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

Stamp & Signature

5. **Integrity Pact**

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

M/s. _____, the Bidder hereby declares that:

- (a) Its intention is 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 Bidder represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the Provide & Supply or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- (c) The Bidder accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instruments, be stand void at the discretion of the IBA.
- (d) Notwithstanding any right and remedies exercised by the IBA in this regard, Bidder agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & 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/bidder 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 a mandatory requirement other than auxiliary services/works.

Stamp & Signature

6. **Project Summary**

Institute of Business Administration, Karachi (IBA) requires 'Provide & Supply Network Switches', as per the below given BoQ.

- a. Technical support and updates.
- b. Included mentioned and necessary software with licenses and support.
- c. Onsite comprehensive warranty for three years.

7. **Scope of Work**

- a. The selected bidder shall be responsible for providing three years of services.
- b. The scope of this bid, and its subsequent order, is to provide Supply, Support/warranties (three years) of equipment and components with transport and labour charges included in the BOQ.
- c. The selected bidder will be responsible to respond as specified below to calls, whether normal or urgent, for maintenance/support/replacement etc. of items that are part of this BoQ.
 - 24x7 on-site support with 2 hrs initial response time.
 - 24x7 on-site support with 4 hrs turnaround time.
- d. The selected bidder should be responsible for handling level 2 and 3 technical support issues.
- e. Bidder must provide backup in case of delay in delivery of the relevant model, as specified in BoQ.
- f. An onsite comprehensive replacement warranty period of three years is mandatory which includes replacement of the Equipment included in BoQ (if necessary) without any additional cost.

8. **Bidder Qualification Criteria**

S. No	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks Yes / No
1	Successful completion of at least three (03) similar projects completed / in hands in last three years.	
2	Last 3 years' turnover with a minimum 30 million (per year) as Audited financial statement and Annual Return.	
3	Sales tax registration certificate with last month's return copy of both FBR and/or SRB and NTN certificates at the time of submission of bid.	
4	Authorized Partnership/ Reseller/ Distribution/ OEM Certificate.	

Stamp & Signature

9. Bill of Quantity

Provide & Supply Network Switches

S.No.	Item Description	Qty	Rate	Total Amount
1	Optical Transceiver 10G-SFP+, Part No. 2318169 Brand: S5700 Series Ethernet Switches (Huawei or Compatible Equivalent) Optical Transceiver, SFP+,10G, Multi-mode Module (850nm, 0.3km, LC)	8		
2	Optical Transceiver 10G-SFP+, Part No. 2318170 Brand: S5700 Series Ethernet Switches (Huawei or Compatible Equivalent) Optical Transceiver, SFP+,10G, Single-mode Module (1310nm, 10km, LC)	5		
3	Mainframe S5731 H Series, Part No. 02352SVD-001 Brand: S5700 Series Ethernet Switches (Huawei or Compatible Equivalent) S5731-H48P4XC (48*10/100/1000BASE-T ports, 4*10GE SFP+ ports, 1*expansion slot, PoE+, without power module)	13		
4	Software Part No. 88037BNJ Brand: S5700 Series Ethernet Switches (Huawei or Compatible Equivalent); S57XX-H Series Basic SW, Per Device	13		
5	Power Part No. 2131727; 1000W AC Power Module	13		
6	Warranty Part No. 88134UJL-3YR CloudEngine S5731-H48P4XC(C13_Britain)_Site1; Brand: S5700 Series Ethernet Switches (Huawei or Compatible Equivalent) S5731-H48P4XC (48*10/100/1000BASE-T ports, 4*10GE SFP+ ports, 1*expansion slot, PoE+, without power module)_Hi-Care Standard S5731-H48P4XC_36Month(s)			3 years onsite comprehensive warranty
	Total			
	17% GST (If Applicable)			
	Grand Total			

Grand Total 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

10. General Conditions of Contract

THIS AGREEMENT is executed at KARACHI, on this day April XX, 2022.

BETWEEN

The Institute of Business Administration, Karachi having its office at Main Campus, University Road, Karachi, through its authorized representative Mr. _____ (Head of ICT) hereinafter referred to as "IBA" (which expression is deemed to include its successors-in-interest and assign) 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 _____, holding CNIC No. _____ on the SECOND PART.

WHEREAS "IBA" intends to obtain Maintenance & Support of Data Centre vide tender # IT/22/21-22 for the Maintenance & Support of Data Centre up to the entire satisfaction, 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 offer to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Provide & Supply Network Switches" vide tender # IT/22/21-22. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions herein below forth.

Article I

DUTIES & SCOPE OF WORK

- 1.1 This service includes, the "Provide & Supply Network Switches", 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 'Provide & Supply Network Switches' 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 'Provide & Supply Network Switches'.
- 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 support with parts.
- 1.8 Support from the Senior Hardware Engineers shall be available from the company in solving and troubleshooting the problems if IBA Karachi needs any guidelines.
- 1.9 If the problem is not solved within agreed timeframe according to the severity level, thereafter, the Company shall provide a backup unit. SERVICE PROVIDER is also bound to arrange at least 15 % of the hardware inventory as backup in company office.
- 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 SERVICE PROVIDER must provide backup units if original equipment requires repair. If SERVICE PROVIDER 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 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 Network Switches' at IBA Main Campus at, 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 Wireless Access Points 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 APRIL XX, 2022 to APRIL XX, 2023 and subject to THE SUPPLIER inspection of the equipment to ensure that they are in working order.

2.8 SERVICE PROVIDER will ensure the following:

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

(b) Service Level: Service Offering Includes:

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

(c) Performance Goals

XX Hrs Response Time.

On-site support

Provide back-up unit if required.

(d) Performance Measures

(i) 90% equipment repaired on site

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

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

(e) Maintenance Schedules: Preventive Maintenance one (1) time in three months.

(f) Physical inspection of complete equipment.

(g) Performance tests and adjustments.

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

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

(j) Equipment is fully operational and perform properly and meet SBD's Requirements.

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

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

(m) Responsible to provide backup or replacement of any hardware with the same or higher Specification. IBA will not accept any low specification hardware.

(n) Provide Backup in case of delay in part replacement.

(o) THE SUPPLIER must maintain a backup / surplus inventory up to a minimum of 15% for each item quoted in the bid.

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

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

(r) Warranty of consumable items must be minimum 3 months. (Battery, Adopter).

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

- (t) THE SUPPLIER must have team of technically qualified staff on payroll for providing repair & maintenance services.
- (u) THE SUPPLIER bound to all defective items shall be replaced with new and same brand.

Article III
REMUNERATION

- 3.1 The charge(s)/cost(s) offered by the Supplier/Service Provider is Rs. _____/- total for three-years (inclusive of all taxes) 'Provide & Supply Network Switches', variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;
- 3.2 **Payment Terms:** 100% of total amount after complete supply of required items as per Bill of Quantity (the same was already given in the tender document as well).
- 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 Purchase Order will be provided by "THE SUPPLIER".
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / purchase / 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 will be paid/borne by THE SUPPLIER as per SRO/Notification.

Article IV
ANNUAL SUPPORT & MAINTENANCE TERMS

- 4.1 The Annual Agreement of 'Provide & Supply Network Switches' shall include the following activities
- a. 3 years maintenance support with parts, for all the equipment listed in BoQ.
 - b. The Bidder will be required to undertake SLA of 'Provide & Supply Network Switches' with support and maintenance and related components as follows:
 - c. Quarterly onsite preventive maintenance service to keep the equipment in good working condition. The onsite preventive maintenance will include the following:
 - (i) Preventive Maintenance of equipment
 - (ii) Break down call shall be attended immediately as per SLA.

- (iii) Corrective maintenance of equipment whenever called upon by the IBA.
- d. The bidder will be required to ensure that maintenance personnel are readily available as and when required by the IBA.
- e. Back to back support for items mentioned in the BOQ from principal.

Article V

FUTURE DEVELOPMENTS AND UPGRADES

- 6.1 THE SUPPLIER shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.
- 6.2 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

- 7.1 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 personnel designated for the purpose of Services have access to the Data.
- 7.2 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

ADD-ON EQUIPMENT

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

Article VIII

SERVICE PROVIDER'S RESPONSIBILITIES

- 9.1 SERVICE PROVIDER will make all reasonable endeavors to provide the "Response Time" stated in the schedule and to perform the aforesaid Repair and Maintenance Services at IBA, Karachi. In case of unavoidable delays, all legitimate efforts will be made to reduce equipment down-time.
- 9.2 Parts will be replaced as per agreed terms of the contract.
- 9.3 Response time will be 4 hours via telephone, email or engineer visit.
- 9.4 Engineer's visit time will be 9:00am to 4:00pm during business hours.
- 9.5 Equipment pickup time will be 9:00am to 4:00pm.

Article IX

SERVICE PROVIDER'S OUT OF SCOPE RESPONSIBILITIES

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

Article X

SERVICES / OBLIGATIONS OF THE SUPPLIER

- 11.1 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.

- 11.2 It is hereby specifically agreed between the Parties that during the currency of this Agreement, and any renewal thereof, Service Provider shall be responsible for parts replacement and installation, of all or any parts (under warranty) of the Equipment which are or become defective, malfunction, or breaks down. The equipment will not be covered if there is any burning or physical damage which voids the manufacturer warranty.
- 11.3 Under this agreement hardware under manufacturer warranty will be covered as mentioned in this agreement. Application software/ signature and OS update/upgrade or data backup as mentioned in BoQ is also covered.
- 11.4 Under this agreement any hardware becomes faulty, will be replaced by Service Provider provided backup to operational the environment within next business day whereas replacement of the faulty part will be provided in later phase accordingly.
- 11.5 If Service Provider is required to replace any equipment which is not repairable or damaged or not covered under warranty, then Service Provider will submit an estimated cost for approval from Client. Client will be required to provide an approval or purchase order within 15 days.
- 11.6 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 XI

Operations & Maintenance (O&M) Support

The following shall be provided to IBA.

Number of Months	Service description
12 months	<p><u>24x7x4</u></p> <p>THE SUPPLIER will provide O&M support to IBA with its shared pool of resources On-Call basis.</p> <p>THE SUPPLIER will provide the mobile phone numbers of the concerned technical persons and escalation.</p> <p>THE SUPPLIER concerned technical personnel will reach the site / remote login / VPN /Telnet for trouble shooting the problem registered through support call logging procedure.</p> <p>During the O&M, SERVICE PROVIDER concerned personnel/ Help Desk Support System will update the logged call by IBA staff. In case the concerned engineer cannot resolve the reported incident, the support system will automatically engage the next level of support.</p> <p>Support Levels Description:</p> <p>Level 1: THE SUPPLIER engineer will provide telephonic support for minor issues and general queries of IBA.</p> <p>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.</p> <p>Level 3: THE SUPPLIER engineer will engage Subject Matter Expert (SME) at Level 3 to remotely rectify the problem. SME will remote login / VPN</p>

	<p>/Telnet the equipment for trouble shooting the problem. If required, Service Provider Technologies engineer will open TAC case and engage support till the rectification of the problem.</p> <p>Business critical issues will be analyzed by the concerned technical personnel and will be communicated to IBA through the Help Desk / Service Provider personnel.</p>
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Article XII
Call Logging System

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

Email: _____
Call at: _____ Ext. _____

Non-Working Hours / Holidays:

Name: _____
Number: +92 _____
Email: _____

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

- (a) Username, Contact Numbers.
- (b) Model and serial number of machines / devices.
- (c) Brief description of the problem and symptoms.
- (d) Ask for Call Log “Ticket Number
 - i. Based on its expertise and knowledge THE SUPPLIER has categorized all problems in 3 levels of problems i.e. Severity Level 1, Severity Level2 and Severity Level3 (level 3 being the least severe). Each Severity Level corresponds to a specific response time by specific predefined resource / team. This response time varies as per Escalation Level of that problem at that given time.
 - ii. 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)	12 hours
Severity Level 2 (S2)	24 hours
Severity Level 3 (S3)	48 hours

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, hardware or software breaks down etc.

SEVERITY LEVEL 2 (S2): A Problem that impacts IBA’s ability to do business, the severity of which is significant and may be repetitive in nature. A function of the system, network or product is impacted which impedes the IBA from meeting daily production deliverables. Examples: a peripheral (tape drive), Server Hard disk is down but business can be conducted etc.

SEVERITY LEVEL 3 (S3): A minor problem is one that negligibly impacts IBA’s ability to do business. These calls also include questions and/or general consultation. Examples: Queries etc.

Article XIII
ARBITRATION

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

Article XIV
FORCE MAJURE

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

Article XV
RENEWAL

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

Article XVI
TERMINATION

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

Article XVII
INDEMNITY

- 17.1 "THE 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 XIX
NOTICE

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

Article XX
INTEGRITY PACT

- 19.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 19.2 Without limiting the generality of the forgoing THE 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.
- 19.3 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, contract, or other instrument, be stand void at the discretion of the IBA.
- 19.4 Notwithstanding any right and remedies exercised by the IBA in this regard, SERVICE PROVIDER, agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & 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 XXI
MISCELLANEOUS

- 20.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 20.2 The validity of the contract will be effective from the date of issue of Purchase / Work Order.
- 20.3 All terms and conditions of tender vide # IT/22/21-22 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
Name: _____
Designation: _____
CNIC # _____

M/s.
Name: _____
Designation: _____
CNIC # _____

Address:
Institute of Business Administration
Main Campus, University Road, Karachi

Address:

WITNESS:

1. _____
IBA, Karachi
Name: _____
Designation: _____
CNIC # _____

2. _____
M/s.
Name: _____
Designation: _____
CNIC # _____

Address:
Institute of Business Administration
Main Campus, University Road, Karachi

Address:

Focal Person IBA _____