

*Tender Fee: Rs. 1,500/-
(Non-Refundable)*

TENDER FORM

Tender # IT/09/24-25 Provide and Supply Network Switches with Support

Date of Issue : December 30, 2024
Last Date of Submission : January 17, 2025 (03:00 PM)
Date of Opening of Tender : January 17, 2025 (03:30 PM)

Company Name: _____

NTN: _____, SRB Registration Number: _____

GST Registration Number: _____

Pay Order / Demand Draft # _____, Dated: _____

Amount of Rs. _____, Drawn on Bank: _____

Notice Inviting Tender (NIT)

Tender Notice

The Institute of Business Administration (IBA) Karachi, invites online bids on SPPRA EPADS (only) from tax-compliant Suppliers/Service Providers, registered with the relevant tax authorities and SPPRA EPADS, for the following tender:

Tender Title (Ref. No.)	Procedure	Bid Security
Provide and Supply Network Switches with Support (IT/09/24-25)	Single Stage One Envelope	2%
Tender Fee & Dates		
▶ <i>Tender Document Fee:</i> Rs. 1,500/-		
▶ <i>Issuance start date:</i> December 30, 2024, at 9:00 AM		
▶ <i>Issuance end date & time:</i> January 17, 2025, at 3:00 PM		
▶ <i>Submission date & time:</i> December 30, 2024, to January 17, 2025, from 9 AM to 3 PM		
▶ <i>Opening date and time:</i> January 17, 2025 at 3:30 PM		

Tender documents are available at the Office of the **Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi**, on any working day (Monday to Friday). The tender documents can also be downloaded from the IBA and SPPRA EPADS websites. The tender fee challan 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) 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, 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>

SPPRA Website: <https://portalsindh.eprocure.gov.pk/>

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1. Introduction

Dear Tenderer

Thank you for your interest in responding to the IBA's advertisement which floated on the IBA & SSPRA websites on December 30, 2024, to "Provide and Supply Network Switches with 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 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 or 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 the IBA's Website.

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

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

(c) **Collection of Tender**

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

(d) **Tender Number**

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

(e) **Communication**

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

Contact Person (IBA): Senior Executive Procurement
Institute of Business Administration,
Main Campus, University Enclave,
Karachi
Tel #: 021 38104700; Ext 2152
Email: tenders@iba.edu.pk

Stamp & Signature

(f) Submission of Documents and Address

Tender Document/Bid (with a copy of Bid Security/Earnest Money and supporting documents) to be submitted on SPPRA EPADS <https://portalsindh.eprocure.gov.pk/> by January 17, 2025 till 3:00 PM. The original Bid Security along with the Original Bid (duly signed and stamped) be delivered to IBA, Karachi on above mentioned address before bid opening schedule.

(g) Rights

Competent authorities reserve the right to accept or reject any quotation/tender without any reason thereof. Also, the Authority reserves the right to change/alter/remove any item or article or reduce/enhance quantity without assigning any reason. IBA also reserves the right to issue a Purchase Order for any single item to different lowest responsive bidders or for all the items to any lowest responsive bidder.

(h) Delivery of Supplies

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

(i) Location of Installation

Material to be delivered at IBA Stores, Main Campus, University Enclave, University Road, Karachi. Installation of the equipment will be instructed by the IBA ICT department after the delivery. IBA will not liable to pay any Custom duty, Levies, Taxes, Demurrage or any other charges, Warehousing, Logistics etc.

(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 a copy(ies) of the certificate(s) etc as proof of their claim.

(k) Conditional / Optional / Alternate Bids

Such bids will not be accepted.

Stamp & Signature

3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of Works:** Provide and Supply Network Switches with Support.
- (c) **Procuring Agency's Address:** Main Campus, University Enclave, Karachi.
- (d) **Amount of Bid Security:** Bid Security of 2% of the total amount/cost will be submitted along with Tender Documents in the shape of PAY ORDER / DEMAND DRAFT only in the name of the Institute of Business Administration, Karachi.
- (e) **Period of Bid Validity (days):** Forty-five (45) Days.
- (f) **Deadline for Submission of Bids:** The last date for submitting the Tender Document is January 17, 2025, by 3:00 PM on SPPRA EPADS portal.
- (g) **The Venue, Time, and Date of Bid Opening:** The Tender will be opened on January 17, 2025, at 03:30 PM at IBA Main Campus, University Enclave, Karachi in the presence of representatives who may care to attend.
- (h) **Liquidity damages:** In the event of delay in delivery at supplier fault, the supplier shall inform Procurement Department before expiry of such period giving reasons or justification for delay. However, IBA reserves the right to take following actions:
- i. Evaluate the request for extension in delivery period as per its merit and may consider extension in 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..
- (i) **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% of the total cost of the bid, should be submitted along with the tender documents.

b. Performance Security

The successful bidder should provide 5% Performance Security of the total value of the Purchase Order in the form of a Pay Order or bank guarantee before the signing of the Contract. The Performance Security shall extend at least three months beyond the Completion of the contract.

c. Validity of the Tender

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

d. Currency

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

e. Ownership

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

f. Arbitration and Governing Law

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

Stamp & Signature

h. Support Capabilities

The Bidder should indicate the support capabilities for all the hardware provided during the course of the warranty.

i. Compliance with specifications

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

j. Bid Evaluation:

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

k. 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.

l. 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

m. Delivery Time

The items should be delivered within 8 to 10 weeks from the issuance of the Letter of Acceptance.

n. Inspection/Testing

The Head of Procurement in coordination of technical department will inspect the items as per specifications after arrival at IBA stores and will carry out necessary testing of equipment and render a Certificate of Correctness. The material of this order is subject to final inspection from Competent Authority Technical Team at the time of delivery.

o. Default

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

Stamp & Signature

p. Liquidity Damages

In the event of delay in delivery at supplier fault, the supplier shall inform Procurement Department before expiry of such period giving reasons or justification for delay. However, IBA reserves the right to take following actions:

- i. Evaluate the request for extension in delivery period as per its merit and may consider extension in 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..

q. Increase in Price

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

r. Increase in Taxes

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

s. Genuinity

Only genuine or original Items will be accepted. Any substandard work & item will not be allowed or accepted.

t. Invoice

The invoice/bill should be submitted to the Purchase Department.

u. Stamp Duty

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

v. Payment

Payment will be made within 30 working days, after the complete supply of required items as per the Bill of Quantity and submission of the commercial invoice at IBA, Main Campus, University Enclave, University Road, Karachi.

w. Secrecy & Confidentiality

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

Stamp & Signature

5. Integrity Pact

- (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, 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 to obtain or induce 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 Access Layer, as follows:

- a. Equipment and components, as mentioned in Bill of Quantity.
- b. Technical support and updates.
- c. Necessary software with licenses and support for five years.
- d. Onsite comprehensive warranty for five years.

7. Scope of Work

- a. The scope of this bid, and its subsequent order, is to Provide and Supply, Support / warranties (five years) of equipment and components with transport and labour charges included in Bill of Quantity.
- b. Selected bidder shall be responsible for providing five-years comprehensive warranty.
- 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 which are part of this Bill of Quantity.
 - i. 24x7 on-site support with 2 hrs initial response time.
 - ii. 24x7 on-site support with 4 hrs turnaround time.
- d. The selected bidder should be responsible to handle level 2 and 3 technical support issues.
- e. Bidder must provide backup for any faulty equipment in the warranty period, in case of delay in delivery of relevant model, as specified in Bill of Quantity.
- f. Onsite comprehensive replacement warranty period of five years is mandatory which includes replacement of the equipment included in Bill of Quantity (if necessary) without any additional cost.

8. Bidder Qualification Criteria

Sr. No.	Mandatory Eligibility Criteria (attach supporting document)	Remarks Yes / No
1.	Minimum 3 years of similar experience.	
2.	Last 3 years' average turn over with minimum 3 million (per year) as Annual Return	
3	Sales tax registration certificate with last month return copy both FBR and SRB, and NTN certificates	
4	Authorized Partnership/Reseller/Distribution/OEM Certificate	
5	Successful completion of at least three (03) similar projects completed / in hands in last three years (testimonial from the customer or can be confirmed by IBA, Karachi)	

Note: Bidder must submit all the Supporting Documents for evaluation

Stamp & Signature

9. Bill of Quantity

Sr #	Description	Quoted Model	Quoted Brand	Qty	Unit Price	Total Amount
1.	Network Switch 24*10/100/1000BASE-T ports, 4*10GE SFP+ ports, 2*12GE stack ports, PoE+, AC power, Specially protected models) Part # 98012026-001 Model: S5735-L24P4XE-A-V2 Brand: Huawei Cloud Engine (C13_Britain) or equivalent			2 units		
2.	Software License S57XX-L Series Basic SW, Per Device Part # 88037BNM Model: L-MLIC-S57L			2 units		
3.	Warranty & Support S5735-L24P4XE-A-V2 24*10/100/1000BASE-T ports, 4*10GE SFP+ ports, 2*12GE stack ports, PoE+, AC power, Specially protected models) Co-Care Standard S5735-L24P4X-A, 60 months Part # 88134UGQ-52W Model: 98012026-001_88134UGQ-52W_60			1 job		
Total Amount in PKR						
18% GST (where applicable)						
15% SST (where applicable)						
Grand Total Amount in PKR						

Grand 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

10. General Conditions of Contract

THIS AGREEMENT is executed at KARACHI, on this day _____, 2024.

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 a Provide and Supply Network Switches with Support vide tender # IT/09/24-25 (IBA requirement) up to the satisfaction & 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 offer to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Supply of Network Switches". "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions herein below forth.

Article I

DUTIES & SCOPE OF SUPPLY & SERVICES

- 1.1 This service includes, the "Provide, Supply and Support of 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 SERVICE PROVIDER" agrees to provide any/all kind of Services(s) & Work(s) of 'Provide, Supply and Support of Network Switches' to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SERVICE PROVIDER" will coordinate their work with Manager IT, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed 'Provide, Supply and Support of Network Switches'.

- 1.4 "THE SERVICE PROVIDER" 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 SERVICE PROVIDER" 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 SERVICE PROVIDER".
- 1.7 The SERVICE PROVIDER shall be responsible to provide hardware support with parts.
- 1.8 Support from the Senior Hardware Engineers shall be available from the SERVICE PROVIDER 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 SERVICE PROVIDER shall provide a backup unit. SERVICE PROVIDER is also bound to arrange at least 15% of the hardware inventory as backup in their office.
- 1.10 The SERVICE PROVIDER shall be bound to monitor the maintenance and repair work and furnish complete report to IBA authorities as per Service Level Agreement 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 SERVICE PROVIDER except consumable (Accessories are compatible with 3 months warranty) items under this agreement.
- 1.15 THE SERVICE PROVIDER must provide backup units of same or superseded specifications if the 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 Service Level Agreement shall be inspected by the SERVICE PROVIDER, before signing this agreement, to ensure that operating conditions of the equipment are duly fulfilled.

Article II

SCOPE OF PROFESSIONAL SERVICES

- 2.1 "THE SERVICE PROVIDER" will 'Provide, Supply and Support of Network Switches' at IBA Main Campus at, University Enclave, University Road, Karachi.

- 2.2 “THE SERVICE PROVIDER” hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Network Switches in accordance with the description & specification.
- 2.3 “THE SERVICE PROVIDER” hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement “IBA” as & when required.
- 2.4 “THE SERVICE PROVIDER” 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 SERVICE PROVIDER” accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty.
- 2.7 This Agreement shall be effective from XXXX XX 2024 till the completion of warranties and support after the delivery of required items as per Bill of Quantity.

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:
 - (i) Preventive Maintenance one (1) times 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 Standard Bidding Document’s Requirements.
- (k) The scope of the project is to provide warranties of all IT equipment and components requested in Bill of Quantity.
- (l) Responsible to respond to events on urgent basis as per Service Level Agreement mention in this Standard Bidding Document.
- (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 SERVICE PROVIDER 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 Bill of Quantity, service level, shall be acceptable.
- (r) Warranty of consumable items must be minimum 3 months. (Battery, Adopter).
- (s) The SERVICE PROVIDER will sign a Service level agreement (SLA) with parts for a period of five years, extension of which shall be dependent on satisfactory performance for the previous year(s).
- (t) THE SERVICE PROVIDER must have team of technically qualified staff on payroll for providing repair & maintenance services.
- (u) THE SERVICE PROVIDER bound to all defective items shall be replaced with new and same brand.

Article II
PAYMENT

3.1 Payment Terms

Payments will be made within 30 working days after the complete delivery and submission of the commercial invoice. (Same also mentioned in the Standard Building Document).

3.2 Liquidated Damages

- (a) In case of breach of Service level agreement 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 Service level agreement.
- (b) If the work is not executed according to the satisfaction of IBA, IBA reserves the right to reject it altogether with serving 15 days prior notice.
- (c) In case of delay in service provisioning Liquidated Damages will be Calculated and imposed as per following table;

Level	Event	% of Invoiced amount per violation
L1	Severe	1%
L2	Critical	0.5%

L3	High	0.3%
L4	Moderate	0.1%

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

Article III
WARRANTY

- 3.1 Comprehensive onsite OEM warranty with parts and labor.

Article IV
ANNUAL SUPPORT & MAINTENANCE TERMS

- 4.1 The Annual Agreement of ‘Provide, Supply and Support of Network Switches’ shall include the following activities;
- a. 05-years maintenance support with parts, for all the equipment listed in Bill of Quantity.
 - b. The Bidder will be required to undertake Service Level Agreement of ‘Provide, Supply and Support of 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 the Service Level Agreement.
 - (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 Bill of Quantity from principal.

Article V
FUTURE DEVELOPMENTS AND UPGRADES

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

Article VI
DATA PROTECTION

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

satisfaction that they are not necessary or desirable to ensure ongoing compliance with this Clause.

- (g) Immediately notify IBA when it becomes aware of a breach of this Clause.
- (h) The SERVICE PROVIDER 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 SERVICE PROVIDER is authorized to publish or disclose the fact or document) may be a criminal offence.

Article VII

ADD-ON EQUIPMENT

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

Article VIII

SERVICE PROVIDER'S RESPONSIBILITIES

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

Article IX

SERVICE PROVIDER'S OUT OF SCOPE RESPONSIBILITIES

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

Article X

SERVICES / OBLIGATIONS OF THE SERVICE PROVIDER

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

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

Article XI
Operations & Maintenance (O&M) Support

- 11.1 The following shall be provided to IBA.

Number of Months	Service description
12 months x 5 years	<p>24x7x4</p> <p>THE SERVICE PROVIDER will provide O&M support to IBA with its shared pool of resources On-Call basis.</p> <p>THE SERVICE PROVIDER will provide the mobile phone numbers of the concerned technical persons and escalation.</p> <p>THE SERVICE PROVIDER concerned technical personnel will reach the site / remote login / VPN /Telnet for troubleshooting 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 SERVICE PROVIDER engineer will provide telephonic support for minor issues and general queries of IBA.</p> <p>Level 2: THE SERVICE PROVIDER engineer will try to resolve the problem remotely and if required will visit the site for onsite intervention. If the problem is not resolved at this level, then it would be escalated to Level 3.</p> <p>Level 3: THE SERVICE PROVIDER engineer will engage Subject Matter Expert (SME) at Level 3 to remotely rectify the problem. SME will</p>

	remote login / VPN /Telnet the equipment for trouble shooting the problem. If required, Service Provider Technologies engineer will open TAC case and engage support till the rectification of the problem. Business critical issues will be analyzed by the concerned technical personnel and will be communicated to IBA through the Help Desk / Service Provider personnel.
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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 Service Provider has categorized all problems in 3 levels of problems i.e. Severity Level 1, Severity Level2 and Severity Level3 (level 3 being the least severe). Each Severity Level corresponds to a specific response time by specific predefined resource / team. This response time varies as per Escalation Level of that problem at that given time.
 - ii. In case IBA informs the Service Provider of any problem regarding the network via helpline or by informing related contact person (mobile number provided in escalation matrix) it is registered on The Service Provider ticketing tool. This tool then keeps track of the problem and escalates it as per predefined structure till it gets resolved. The tool also keeps a record of historical tickets.
 - iii. The Service Provider support structure defines problem escalation process based on global best practices as presented in the Problem Escalation Matrix (refer to 'Problem Escalation' section). As per the severity level, each problem is escalated to the next level in case support team at previous level failed to resolve the problem within predefined timelines.

Hours of Coverage

The Service Provider will provide maintenance and support for 24x7 Basis.

Response Time

Response time to incidents reported would be as follows:

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

Severity Levels

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

SEVERITY LEVEL 1 (S1)

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

SEVERITY LEVEL 2 (S2)

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

SEVERITY LEVEL 3 (S3)

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

Article XIII**ARBITRATION**

- 13.1 In case of any dispute, difference or 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 hereof 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, of 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article XIV**TERMINATION**

- 14.1 "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 XV**INDEMNITY**

- 15.1 "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, costs 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 XVI

NOTICE

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

Article XVII

SEVERABILITY

- 17.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

Article XVII

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 forgoing the M/s. _____ 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 M/s. _____ 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 the 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, stand void at the discretion of the IBA.
- 18.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. _____ 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 M/s. _____, as aforesaid to obtain or induce procurement/work/ 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 the date of issue of the Letter of Acceptance.
- 19.3 All terms and conditions of tender vide # IT/09/24-25 will be an integral part of this agreement.

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