

D161883

Ch 242 ch 242 RS=49140  
28/10/19**ANIL AKHTAR STAMP VENDOR**Lic # 05, Shop # 04, New Ruby Centre,  
Talpur Road, Boulton  
Market, Karachi

S.No ..... 85463

09 OCT 2019

(RUPEES TWO HUNDR)

Date .....

Issue to with Address MR MUHAMMAD YAQOOB

Through with Address MR Advocate L.No.1459

Purpose ..... 200/- Provide &amp; Supply of Next Generation Firewall

Value Rs ..... Attached.....

Stamp Vendor's Signature .....

(NOT USE FOR FREE WILL &amp; DIVORCE PURPOSE)

Vendor Not Responsible for Fake Documents

Executed at KARACHI, on this day October... 31... 2019.

**BETWEEN**

The Institute of Business Administration, Karachi having its office at Main Campus, University Road, Karachi, through its authorized representative Mr. Inman Batada (Director 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 Commtel, having its office at # C-37, Block-04, Clifton, Karachi, hereinafter referred to as "**SERVICE PROVIDER**" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its CEO Mr. Asher Faisal Khan, holding CNIC No. 35202-1988624-3 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain Provide & Supply of Next Generation Firewall hardware, software Licenses and maintenance support, (hereinafter referred to as the "Solution") vide tender # IT/28/18-19 for the Provide & Supply of Next Generation Firewall hardware, software Licenses and maintenance support, (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Provide & Supply of Next Generation Firewall hardware, software Licenses and maintenance support and "THE SERVICE PROVIDER" have offered to Tender all kind of Provide & Supply of Next Generation Firewall hardware, software Licenses and maintenance support (including but not limited to the "Provide & Supply of Next Generation Firewall hardware, software Licenses and maintenance support" of the proposed work up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in 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 SERVICE PROVIDER” as their official for the specific purpose of “Provide & Supply of Next Generation Firewall hardware, software Licenses and maintenance support” discussions in respect of the same with “IBA” before the determination of Provide & Supply of Next Generation Firewall hardware, software Licenses and maintenance support to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to “IBA” for Provide & Supply of Next Generation Firewall hardware, software Licenses and maintenance support. “THE SERVICE PROVIDER” hereby agree to the offer of the “IBA” in acceptance of the terms & conditions here in below forth.

**Article I:**  
**DUTIES & SCOPE OF SERVICES AND AGREEMENT**

- 1.1 “THE SERVICE PROVIDER” agrees to Provide & Supply of Next Generation Firewall hardware, software Licenses and maintenance support “IBA” whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 “THE SERVICE PROVIDER” will coordinate their work with Sr. Manager IT, of the “IBA” who will assist “THE SERVICE PROVIDER” in supervision of proposed Provide & Supply of Next Generation Firewall hardware, software Licenses and maintenance support.
- 1.3 This Agreement shall be in effect from November 01, 2019 for 03 years and subject to the SERVICE PROVIDER inspection of the equipment to ensure that they are in working order.
- 1.4 “THE SERVICE PROVIDER” will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.5 All logistic charges will be borne by “THE SERVICE PROVIDER”.
- 1.6 Delivery before November 30, 2019.

**Article II**  
**SCOPE OF PROFESSIONAL SERVICES:**

- 2.1 “THE SERVICE PROVIDER” hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Provide & Supply of Next Generation Firewall hardware, software Licenses and maintenance support in accordance with the Description & Specification.
- 2.2 “THE SERVICE PROVIDER” hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores “IBA” as & when required.
- 2.3 “THE SERVICE PROVIDER” must have valid licenses to do this project, as per PTA, Government rules & regulations.
- 2.4 “THE SERVICE PROVIDER”, will provide the Provide & Supply of Next Generation Firewall hardware, software Licenses and maintenance support directly on official address of IBA , Karachi to Syed Muhammad Wajeeh Zaidi at his email address [smwzaidi@iba.edu.pk](mailto:smwzaidi@iba.edu.pk)



- 2.5 “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.
- 2.6 No pirated / forged / tampered material would be accepted. In later stage/ period, if found, the supplier would be penalized according to the prevailing rules of the country.
- 2.7 This Agreement shall be in effect from November \_\_\_\_\_, 2019 for 03 years and subject to the SERVICE PROVIDER inspection of the equipment to ensure that they are in new and working order.
- 2.8 SERVICE PROVIDER will ensure the following:
- 2.8.1 THE SERVICE PROVIDER shall provide second & third level support for the configuration of hardware as supply & provided solution.
  - 2.8.2 THE SERVICE PROVIDER shall provide End to end deployment of the procured product.
  - 2.8.3 THE SERVICE PROVIDER will provide comprehensive Training of two IBA resources on the supplied solution from OEM authorized training Center.
  - 2.8.4 THE SERVICE PROVIDER shall coordinate with OEM (Original Equipment Manufacturer) to support for configuration issues and hardware repair replacement.
  - 2.8.5 THE SERVICE PROVIDER shall provide patches / upgrades of appliance during the contract period without any extra cost to IBA.
  - 2.8.6 THE SERVICE PROVIDER shall provide onsite 24x7x2 support & replacement support.
  - 2.8.7 THE SERVICE PROVIDER will provide backup equipment in case of malfunction of any equipment under SLA. The backup equipment configuration should be same or higher.
  - 2.8.8 THE SERVICE PROVIDER shall be responsible for the corrective maintenance, Preventive maintenance, provisioning of extended warranties for hardware as supply & provided solution.
  - 2.8.9 THE SERVICE PROVIDER must provide backup or replacement of any hardware with the same or higher Specification. IBA will not accept any low specification hardware.
  - 2.8.10 This contract would be for three years.

**Article III**  
**REMUNERATION**

- 3.1 The cost offered by the SERVICE PROVIDER is Rs. 5,465,967.00 (inclusive of all taxes) Provide & Supply of Next Generation Firewall hardware, software Licenses and maintenance support vide tender # IT/28/18-19 variation may have occurred. The cost is inclusive of labor /transportation /supplies etc. Details of items are appended below;

BOQ			
Sangfor Next Generation Firewall			
M5400 for IBA Main Campus			
Type	Product Code	Product Description	Qty



Hardware	NGAF54	M5400-F-I, Hardware, SSL VPN for 30 Concurrent Users, Site-to-Site IPsec VPN with 10 IPsec Clients Included	1
Software	FWL54-3Y	M5400-F-I, NGFW License Suite, FW, Bandwidth Management, URL Filtering & Application Control, IPS, Email Security, Sandboxing, Risk Assessment, Security Visibility, Basic Security Reporter Included, 3 Years	1
	FEZ54-3Y	M5400-F-I, Engine Zero License, AI Powered Malware Detection, Anti-Malware, Anti-Virus, 3 Years	1
	FNX54-3Y	M5400-F-I, Neural-X License, Threat Intelligence and Analytics, Unknown Threat & Advanced Threats Defense, Value-Added Cloud Service, 3 Years	1
M5300 for IBA City Campus			
Type	Product Code	Product Description	Qty
Hardware	NGAF53	M5300-F-I, Hardware, SSL VPN for 30 Concurrent Users, Site-to-Site IPsec VPN with 10 IPsec Clients Included	1
Software	FWL53-3Y	M5300-F-I, NGFW License Suite, FW, Bandwidth Management, URL Filtering & Application Control, IPS, Email Security, Sandboxing, Risk Assessment, Security Visibility, Basic Security Reporter Included, 3 Years	1
	FEZ53-3Y	M5300-F-I, Engine Zero License, AI Powered Malware Detection, Anti-Malware, Anti-Virus, 3 Years	1
	FNX53-3Y	M5300-F-I, Neural-X License, Threat Intelligence and Analytics, Unknown Threat & Advanced Threats Defense, Value-Added Cloud Service, 3 Years	1
	WAFL53-3Y	M5300-F-I, Add Anti-Defacement Module, Web Application FW, Application Hiding, HTTP Anomalies Detection, Data Leak Protection, Web Scanner, Vulnerability Scanner, Advanced Security Reporter, 3 Years.	1
Installation, Support and Training			
Service	Installation	Installation of both firewall at IBA Karachi City and Main Campus	1
	Training	Training of Two IBA resources on quoted product (Sangfor Next Generation Firewall) from OEM authorized Training Center.	1
	FWS54-3Y	M5400-F-I, NGFW Software Upgrade, 24*7 Technical Support, NGAF RTF Hardware Service, 3 Years	1
	FWS53-3Y	M5300-F-I, NGFW Software Upgrade, 24*7 Technical Support, NGAF RTF Hardware Service, 3 Years	1

Sr.	Description	Volume / Unit	Unit Rate	Amount
1	Next Generation Firewall	2	2,335,883.00	4,671,766.00
2	3 Year Product Warranty and Support including all software Licenses	2	Included	Included
Total			Rs. 4,671,766.00	
17% GST			Rs. 794,200.00	
Total Cost			Rs. 5,465,966.00	

3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 25 days' subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Purchase Order. Purchase will be deemed completed in finished form as per specification and

*Signature*



“THE SERVICE PROVIDER” have to deliver the required number of Provide & Supply of Next Generation Firewall Licenses to IBA.

- 3.3 Performance Security 5% of total amount of Purchase Order will be provided by “THE SERVICE PROVIDER”. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of contract.
- 3.4 Stamp Duty @ 0.35% of the cost of transaction / 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 IV:**  
**ARBITRATION**

- 4.1 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 V:**  
**TERMINATION**

- 5.1 “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 VI:**  
**INDEMNITY**

- 6.1 “THE SERVICE PROVIDER” 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 SERVICE PROVIDER”, as a result of any defect in the title of IBA or any fault, neglect or omission by the “THE SERVICE PROVIDER” which disturbs or damage the reputation, quality or the standard of services provided by “IBA” and any person claiming through the IBA.

**Article VII:**  
**NOTICE**

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

**Article VIII:**  
**PAYMENT TERM**

- 8.1 (a) 80% of the total order would be paid on successful delivery IBA Karachi.
- 8.2 (b) 20% of the order would be paid after 6 months of installation, commissioning and integration of the equipment subject to PAT and final acceptance test by IBA.

**Article IX:**  
**WARRANTY**

- 9.1 THREE years Product Warranty and Support including all software licenses must be provided by the M/s CommTel.



**Article X:**  
**SEVERABILITY**

10.1 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 XI:**  
**INTEGRITY PACT**

- 11.1 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).
- 11.2 Without limiting the generality of the forgoing the M/s Commтел, 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.
- 11.3 M/s Commтел, 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.
- 11.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Commтел, 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 Commтел, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

**Article XII:**  
**MISCELLANEOUS**

- 12.1 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.
- 12.2 The validity of the contract will be effective from the date of issue of Purchase Order.
- 12.3 All terms and conditions of tender vide # IT/28/18-19 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"

NAME: Imran Batada

CNIC # \_\_\_\_\_

Address:

Director, ICT Institute of Business  
Administration Main Campus  
University Road, Karachi

1. \_\_\_\_\_

**M. SOHAIL KHAN**

Manager Purchase & Stores

Institute of Business Administration  
CNIC # Karachi-Pakistan

Address: \_\_\_\_\_

For

Officer

COMMTEL

M/S Commtel

NAME: Asher Faisal Khan

CNIC # 35202-1988624-3

Address:

C-37, Block-04, Clifton,  
Karachi

2. \_\_\_\_\_

**S AAD ALAM**

DIRECTOR SALES & OPERATIONS

CNIC# 425011464005-3

Address: C-37 block 4 Clifton Karachi

